

TERMS AND CONDITIONS OF USE FOR STRAWBERRY SEED CONSULTING WEBSITE

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The use of and access to the Site is governed by these terms and conditions in conjunction with our Privacy Policy (“Terms of Use”). Sometimes additional terms may apply and should be considered to form part of these Terms of Use.

By accessing and/or using the Site you agree to be bound by these Terms of Use and agree that you are responsible for compliance with any applicable laws and legislation.

Please read these Terms of Use carefully. If you do not agree with any of these Terms of Use, you are prohibited and must refrain from using this Site and are required to delete any content from your mobile device (if applicable).

By using the Site, you acknowledge that you have read and understood these Terms of Use and agree to be bound by these Terms of Use.

These Terms of Use constitute a binding Agreement between the consumer (“You”, “User”, “Consumer”) and Strawberry Seed. Strawberry Seed reserves the right, at its sole discretion, to change, modify, add or remove parts of these Terms of Use at any time. It is the Consumer’s responsibility to check these Terms of Use periodically for changes. Should You continue to access or use the Site or Services after such changes have been made effective, you effectively agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Site and Services immediately. The materials contained in this Site are protected by applicable Copyright and Trademark law.

1. Interpretation

In these Terms of Use, the singular includes the plural and vice versa. These Terms of Use must not be varied unless by express written agreement by Strawberry Seed.

Unless Strawberry Seed expressly consents, you must not assign any obligation, entitlement, charge or otherwise deal with Strawberry Seed’s rights or obligations under these Terms of Use to a third party.

The failure of Strawberry Seed to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

2. Licence to you

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This license commences upon your visiting the Site and continues until termination by the Strawberry Seed or you. Strawberry Seed has the discretion to terminate your license immediately and without notice if you breach this license and reserve our rights to take action against you. All rights not specifically granted under these Terms of Use are reserved by Strawberry Seed and, as applicable, its licensors.

This limited license excludes the right to frame or utilize framing techniques to enclose the Site or any portion of the Site; republish, redistribute, transmit, sell, or license the Site or any content (except as necessary to use the Site); make any use of the Site or any and/or all Content other than for personal use; modify, reverse engineer or create any derivative works based upon the Site or any and/or all Content; collect account information for the benefit of yourself or another party; use any meta tags or any other hidden text utilizing any and/or all Content; use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure or server; download any image or content and pass it off as your own, or provide it to a third party or republish or distribute it.

3. Your use of the Site

You agree to use the Site in accordance with these terms, in good faith and in a way so as to not bring disrepute or cause reputational damage to Strawberry Seed. You are prohibited from using the Site and any content on the Site for any purpose which is considered unlawful, fraudulent, invasive of another's privacy, infringes the intellectual or other proprietary interests of third parties; contains viruses or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Site.

You must not use technology or other means that is not authorized by Strawberry Seed to access the Site, use or launch any automated system to access the Site; gain or attempt to gain unauthorized access to the Site including the network; or attempt to engage in conduct that damages, disables, overburdens, or impairs the Site, servers or networks..

Strawberry Seed will use reasonable efforts to make the Site available at all times. However you acknowledge that the quality and availability of the Services may be affected by matters which are beyond the control of Strawberry Seed.

4. Links to this website

You may not create a link to any page of the Site without our prior written consent. If you do create a link to a page of this Site you do so at your own risk and the exclusions and limitations set out in these Terms of Use will apply to your use of this website by linking to it.

5. Limitation of Liability

The *Competition and Consumer Act 2010* (Cth) and similar State legislation in Australia may confer rights and remedies on you in relation to the provision of

our Services, which cannot be excluded, restricted or modified (“Non-excludable rights”).

Strawberry Seed provide the Site and Services on an “as is” basis. Accordingly, Strawberry Seed does not make any representations or warranties of any kind, express or implied in respect of your access or results of the Site. Strawberry Seeds liability is limited to the maximum extent permitted by law.

Strawberry Seed does not accept any responsibility for any unavailability, difficulty or other internet and/or mobile network problems whatsoever you may experience in using our Site.

Strawberry Seed makes no representations as to the correctness, timeliness, merchantability, accuracy or reliability of the information or materials provided by us on this Site. Strawberry Seed does not accept liability for any errors, defaults, omissions, expired information or incorrect information displayed on the Application. Strawberry Seed cannot ensure that any files or data downloaded from this Site will be free from viruses or contamination. In the event that You discover an error or fault on the Site or Services, you should advise Strawberry Seed as soon as practicable.

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Strawberry Seed is not liable to you for any damage, virus or alteration caused to your equipment or software including but not limited to computer equipment, handheld device or mobile telephones as a result of the download or use of the Site.

6. Indemnity

You agree to indemnify and keep Strawberry Seed fully indemnified against all claims by any person whatsoever for injury, loss or damage suffered in connection with your use of the Site and any claim whether in tort or contract for any loss, damage, or delay, including any special, indirect or consequential loss, loss of profit or revenue, loss of expected savings, loss of business contracts, opportunity costs, loss or reduction of goodwill, and damage to reputation howsoever arising; all reasonable costs arising from Strawberry Seed defending a claim arising from your use of the Website. Strawberry Seed does not have to have incurred these costs to claim on this indemnity.

7. Copyright and Intellectual Property

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Strawberry Seed will retain title and ownership of any Intellectual Property brought to

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8. Termination

This licence shall automatically terminate if you breach one of these Terms of Use at any time. Strawberry Seed reserves the right to terminate your access to this Site.

9. Privacy

Strawberry Seed's Privacy Policy applies to all access of this Site and as well as use and order of Strawberry Seed's Services, and its terms are made part of these Terms of Use for the purposes of these Terms of Use. Please also visit our Privacy Policy at <https://strawberryseed.com.au/privacy-policy>. By accessing the Site, you agree to be subscribed to Strawberry Seed and our Third Party Supplier's email communications, including notifications, newsletters and promotional emails that will be sent.

10. Governing Law

These Terms of Use and all other agreements and documentation with Strawberry Seed for the Services is governed solely by Australian Law under Victorian jurisdiction and any dispute must be determined exclusively in a Court or other tribunal within the jurisdiction of Australia.

Any provision of these Terms of Use which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be effective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability in such provision in any other jurisdiction.

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