

TERMS OF USE

Please read these Terms of Use carefully before using this website. By using this website, you signify your consent to these Terms Of Use. If you do not agree to these Terms of Use, please do not use the website.

Your access to and use of this website, as well as all related websites operated by Soji which includes www.soji.com.au among others, (collectively the **Site**) and Your use of the Services is subject to the following terms and conditions (**Terms of Use**) and all applicable laws. By accessing and browsing the Site and or using the Services, you accept, without limitation or qualification, the Terms of Use and acknowledge that any other agreements between you and the Company are superseded and of no force or effect. You are deemed to have agreed to these Terms of Use on behalf of any entity for whom You use the Service and Site:

1. Provision of Services

- 1.1 You agree that the Site itself, as well as all Content, are maintained for your personal use and information by Soji, and are the property of the Company and/or its third party providers.
- 1.2 You agree that such Company Content includes all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included in the Site, excluding only the materials you provide.
- 1.3 You agree that you are responsible for any costs relating to obtaining, installing and maintaining computer equipment and software required for you to access and use the Site and our Services.
- 1.4 Subject to your compliance with these Terms of Use, the Company hereby grants you a limited license, which is non-exclusive, non-transferable, and non-sub licensable, to access, view, and use the Site solely for your personal use.
- 1.5 We may at any time modify our Services, which may include additional services; modify the manner in which the Service is provided; modify the Content; and/or modify the Site, which may include technological requirements.

2. Copyright & Intellectual Property

- 2.1 All Content, including text, data, graphics files, videos and sound files, and other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms of Use.
- 2.2 All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site, including without limitation the name and trademark "Soji Learning and Change", are either the property of, or used with permission by, the Company.
- 2.3 Company Content, including any and all software, tools, graphics and/or sound files, may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content and any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Company and/or third parties, as well as the laws of privacy and other

regulations and statutes, and may be subject to damages and penalties.

- 2.4 Subject to clause 1.4, nothing contained in this Agreement or in the Site shall be construed as granting, by implication or otherwise, any license or right to use any trademark or other proprietary information without the express written consent of the Company or third party owner.
- 2.5 The Company respects the copyright, trademark and all other intellectual property rights of others. The Company has the right, but has no obligation, to remove Content containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify the Company at info@soji.com.au. Please provide your name and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

3. Accuracy of Content

- 3.1 While the Company uses reasonable efforts to include accurate and up-to-date information on the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the Content of the Site.

4. Performance Issues

- 4.1 The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.
- 4.2 The Company's site may contain hyperlinks to other websites for your convenience. The Company is not responsible for anything on those other websites or your use of those other websites and we are not endorsing any of them. If you access those other websites, you do so at your own risk.
- 4.3 The Company does not warrant that use of the Site and/or Content will be uninterrupted or error free, that defects will be corrected, or that this Site, the Content, and/or the materials available on this Site are free from bugs or viruses or other harmful components. You assume all responsibility for the cost of all necessary repairs or corrections.
- 4.4 The Company shall not be responsible for any performance or service problems caused by any third party website or third party service provider (including, for example, your web service provider, Stripe payment services, your software and/or any updates or upgrades to that software). Any such problem shall be governed solely by the agreement between you and that provider.
- 4.5 The Company reserves the right to determine, in its sole discretion, whether the Company is responsible for any such malfunction or disruption.

5. Communication

- 5.1 When you register with the Company and/or the Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other records or correspondence from the Company.
- 5.2 You consent to receive notices electronically by way of transmitting the notice to you by email.
- 5.3 You may opt out of that communication by email to info@soji.com.au.

6. Submissions

- 6.1 If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company.
- 6.2 The Company shall exclusively own all rights (including intellectual property rights) to such submissions, and shall be entitled to unrestricted use, publication, and dissemination of such submissions for any purpose, commercial or otherwise.

7. Privacy

- 7.1 Soji maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy at <https://soji.com.au/privacy/> and You will be taken to have accepted that policy when You accept these Terms.
- 7.2 The Company will not intentionally disclose any personally identifying information about you to third parties, except where such disclosure is required by Law or to enforce these Terms of Use. By using the Site, you signify your acceptance of these Terms and the Company's Privacy Policy, <https://soji.mykajabi.com/pages/privacy-policy>.
- 7.3 If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.

8. Suitability of Content

- 8.1 Without limiting any other terms in this Terms Of Use, all Content on the Site is provided "as is" without warranty of any kind, either expressed or implied.
- 8.2 The Company does not warrant or make any representations regarding the use of the materials on the Site, the results of the use of such materials, the suitability of such materials for any user's needs or the likelihood that their use will meet any user's expectations, or their correctness, accuracy, reliability, or correction.
- 8.3 The Company does not warrant or make any representations or guarantees that you will earn any money using the Site or the Company's technology or Services.
- 8.4 You accept all responsibility for evaluating your own earning potential as well as executing your own business and services. Your earning potential is entirely dependent on your own products, ideas, techniques; your execution of your business plan; the time you devote to the program, ideas and techniques offered and utilized; as well as your finances, your knowledge and your skill. Since these factors differ among all individuals, the Company cannot and does not warrant or make any representations or guarantees regarding your success or income level.
- 8.5 Any information contained on the Site or in the Content (including the materials) provided by the Company is not advice. It is of a general nature only and is not to be

relied on. You must seek your own legal, accounting and financial advice.

9. Indemnity

- 9.1 You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, costs, damages, loss and expenses, including reasonable legal fees, arising out of or relating to:
- (i) your breach of this Agreement;
 - (ii) any violation by you of any Law or the rights of any third party;
 - (iii) any materials, information, works and/or other Content of whatever nature or media that you post or share on or through the Site;
 - (iv) your use of the Site or any Services that the Company may provide via the Site; and
 - (v) your conduct in connection with the Site or the Services or with other users of the Site or the Services.
- 9.2 You agree to provide any assistance required in any claim made by the Company under these Terms. The Company reserves the right to assume the exclusive defence of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.

10. Liability

- 10.1 To the maximum extent permitted by law, the Company excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, equipment, profits, savings, revenue or goodwill, cost of capital, cost of replacement services, or claims for service interruptions or transmission problems, occasioned by any defect in the Site, the Content, and/or related materials, the inability to use services provided hereunder or any other cause whatsoever) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service or Site.
- 10.2 In no event shall the Company nor any other party involved in creating, producing or maintaining the Site and/or any Content on the Site be liable for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not.
- 10.3 If you suffer loss or damage as a result of the Company's negligence or failure to comply with these Terms, any claim by you against the Company arising from the Company's negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the fees paid by you to the Company in the previous 12 months.
- 10.4 If you are not satisfied with the Service or Site, your sole and exclusive remedy is to terminate this agreement by ceasing to use the Services and Site.
- 10.5 The Company gives no warranty about the Services or the Site. Without limiting the foregoing, the Company does not warrant that the Services or the Site will meet your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.
- 10.6 You warrant and represent that you are acquiring the right to access and use the Services and Site for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer

guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Site or these Terms.

operated by Soji or any other site or technology through which Soji make the Services available.

13.12 **Us, We and Our** means Soji and our agents, officers, successors and advisors.

13.13 **You** means the user of the Site and/or Services, and **Your** has a corresponding meaning.

Last Updated: 05 June 2018

11. Breach of Terms

- 11.1 You must immediately notify the Company if you become aware of any breach or possible breach of these Terms of Use and advise us of all actions taken to remedy the breach and any actions undertaken to avoid a reoccurrence.
- 11.2 The Company reserves the right to limit or refuse access to the Site and/or the Company's Content, products and/or services to anyone in its sole discretion.
- 11.3 The Company reserves the right to terminate your account should the Company determine that you have violated these Terms of Use, or that you have violated any other rules or conditions of the Company.
- 11.4 The Company may, in its sole discretion, refund the initial fee charged for any use of the Site and/or any Content or a pro-rata portion thereof consistent with the Company's refund policy.

12. Jurisdiction

- 12.1 This agreement shall be governed by and construed in accordance with the laws of the State of South Australia.
- 12.2 You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of South Australia.

13. Application Interpretation & Definitions

- 13.1 The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third party Content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.
- 13.2 We may by notice in writing to you assign the rights and obligations of this agreement.
- 13.3 If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- 13.4 These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms of Use to which you are bound.

Definitions

In these Terms:

- 13.5 **Agreement** means these Terms of Use.
- 13.6 **Content** means the Site, as well as all content, videos, sound files, training materials, online training tools, HTML/CSS, Javascript, graphics, voice and sound recordings, artwork, photos, documents, text, data, products, services and/or other materials, made available on the Site by Us or other third parties, as well as the look and feel of all of the foregoing.
- 13.7 **Company** means Soji.
- 13.8 **Intellectual Property Right** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- 13.9 **Service** means any service offered or provided by Soji on or through the Site including online training courses, materials and tools.
- 13.10 **Soji** means Soji Pty Ltd ABN 48 608 973 404.
- 13.11 **Site** means the internet site at the domain www.soji.com.au as well as all related websites