

SUBSCRIPTION TERMS (last updated 23 November 2021)

Your access to and use of all information on the Explore Learn Move website (including purchase of our products and services) is subject to the following subscription terms, our [Website Terms](#) and our [Privacy Policy](#).

- (1) This website is owned and operated by Explore Learn Move Pty Ltd - ABN 60 654 089 200 (“us”, “we” or “our”). When you register as a subscriber or use our products and services, you agree to our subscription terms, which are set out below. We may change these terms from time to time without prior notice.
- (2) We recommend that you check these subscription terms each time you access our products and services. Your continued use of our products and services following any changes to these subscription terms indicates your acceptance of those changes. If you do not agree with any part of our subscription terms, you must cease use of our products and services. If you wish to terminate this agreement, you must cancel your subscription, deactivate your account and no longer access or use our products and services.

Creating an Account

- (3) You must be 18 years or over to create an account with us or subscribe to our products and services. Any use of our products and services by a person under the age of 18 must be in accordance with clause 11.
- (4) You must complete your registration by providing certain information the information requested on our sign-up page, and in the case of organisations, any other information we request from you. Please refer to our Privacy Policy (found at <https://explorelearnmove.com.au/privacy-policy>) for information relating to our collection, storage and use of the personal information you provide on sign-up and during use of our products and services. If you provide personal information of another person, you must notify them (or, in the case of minors, notify their parent or guardian) that their personal information will be collected and handled in accordance with our privacy policy.
- (5) You warrant that the details you provide are true and accurate at all times. You must promptly update your details, including email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- (6) You must use a strong password, keep the password confidential and not to transfer any part of your account to any other person. You are responsible for anything that happens through your account.

Access to Our Products and Services

- (7) You understand and agree that access to our products and services is offered via the following options:
 - (a) yearly subscription service;
 - (b) 6-month subscription service; or
 - (c) quarterly subscription service.All subscriptions will incur the relevant upfront fees specified in the ‘Join Now’ page of our website. If you are an organisation, the applicable fees will be as set out in a proposal we have sent to you.
- (8) All subscriptions are renewed automatically unless you cancel your subscription at least 24 hours prior to the renewal date or during the notice period referred to in clause 9 (**Cancellation Cut-Off Date**). If you miss the Cancellation Cut-Off Date, you agree that we can:
 - (a) in the case of renewals, charge you the subscription renewal fee which, unless we have notified otherwise, will be the same as the initial upfront fee; and
 - (b) in the case of changes to our subscription terms under clause 9, alter your subscription to the new subscription option and charge you any updated prices as notified to you.
- (9) We may change our subscription options and the corresponding prices from time to time by providing you with 30 days’ notice. If you do not agree, you may cancel your subscription in accordance with clauses 8, 27, 29 and 30.
- (10) We reserve the right to remove or archive any of our products and services at our discretion.

Important Things You should know

- (11) If you have created the account for a person under the age of 18, you are responsible for any use of the account by that underage person. You must ensure that the underage person is:
 - (a) supervised by a parent, guardian or other authorised carer at all times when using our products and services and undertaking any exercises or activities in the Resources; and

- (b) undertaking any exercises or activities in the Resources in a safe space and otherwise in accordance with the instructions provided in the Resources.
- (12) You understand and agree that our products and services (including the Resources):
 - (a) are intended to be used for therapy, treatment, educational and coaching purposes but they are general in nature and must not be used or relied upon without consultation with your medical or appropriate allied health professional;
 - (b) are not to be used as a replacement for medical or psychological/health advice or to diagnose medical or psychological/mental health disorders; and
 - (c) may not be complete, accurate or appropriate for your circumstances or achieve the desired outcome.
- (13) If one-on-one personalised medical or psychological/health assistance, support or advice is required, you must contact your local GP or other relevant health care professional.
- (14) You must not rely on our products and services (including the Resources) to make any decisions before obtaining professional advice.

Payment

- (15) Payments for our products and services are to be made upfront at the start of the applicable billing cycle. Where there is a change to our prices in accordance with clause 9 and you have not elected to terminate, any additional payment must be made on the Cancellation Cut-Off Date.
- (16) When you choose to purchase any of our paid products and services, you will be prompted to provide your credit card or other payment details before you can access those products or services. Where a third-party provider is processing payments on our behalf, your use of such services will be subject to the third-party provider's terms and conditions.
- (17) You warrant that you have permission to submit payment information where permission may be required.
- (18) You agree:
 - (a) that we may store your payment details as long as you have account with us;
 - (b) to pay the fees indicated on the 'Join Now' section of our website that corresponds to your chosen products and services;
 - (c) that we may continue to automatically charge you when your subscription is up for renewal if you have not terminated your subscription prior to the Cancellation Cut-Off Date; and
 - (d) to update your payment details promptly if they change at any time.
- (19) All prices shown on our website are Australian dollars and inclusive of GST. In relation to GST (as defined under GST law), if our supply to you is taxable, you must pay the GST.

Discounts & Promotions

- (20) From time to time, we may offer discounts on the price of our services or run other promotional offers. These discounts and offers are subject to the following conditions:
 - (a) are not redeemable for cash and are subject to any additional terms and conditions we specify on our website or in other communications made available to you;
 - (b) may be provided for a set period of time only; and
 - (c) are not redeemable in conjunction with any other discounts or offers.

Your Use of Our Resources

- (21) We own or have a licence to all content and information which is made available on our website (**Resources**).
- (22) We grant you a non-exclusive, non-transferable, non-sublicensable right to access the Resources that we make available on our website:
 - (a) in the case of individual users, for the purpose of your personal use and personal use for your dependants; and
 - (b) in the case of business users, for the internal business purposes of the business, during the term of your subscription.
- (23) You acknowledge and agree that any logos, disclaimers or other information that appear on the Resources must not be obscured, removed or modified in any way.

- (24) You must not:
- (a) reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the Resources unless you have our prior written consent or are permitted under applicable copyright legislation;
 - (b) share or otherwise distribute any of our Resources with any third-party other than your dependants; or
 - (c) send us any sensitive or confidential information through our website or by email as these are not secure forms of communication.

Our Use of Your Information

- (25) We will only use any confidential information you provide to the extent required to provide you with our products and services. We will not disclose your confidential information to anyone without your prior written permission, except in situations where we are legally obligated to do so (such as when required under a court order or subpoena or to contact law enforcement or other authorities in relation to matters relating to health or safety of a person).
- (26) Subject to clause 25, you grant to us a worldwide, royalty-free, transferable and sublicensable right to use, store, copy, publish and process information that you provide to us for our business purposes.

Suspension or Termination of Subscription

- (27) You may cancel your subscription at any time:
- (a) by providing 10 business days' written notice to us. In the case of subscriptions purchased by an organisation, an authorised person from that organisation must provide the written cancellation notice; or
 - (b) prior to the Cancellation Cut-Off Date, by providing written notice to us.
- (28) We may terminate your subscription at any time if:
- (a) you breach any of these subscription terms;
 - (b) you fail to make any applicable payments or if your payment is declined for any reason; or
 - (c) we no longer provide the relevant products or services.
- (29) Subject to clause 30, on cancellation or termination of your subscription for any reason, you acknowledge and agree that:
- (a) that you will not be entitled to a refund for any fees already paid and your access will expire at the end of your billing cycle (e.g. end of your subscription term);
 - (b) that you must immediately stop accessing your account and using our products, services and Resources; and
 - (c) we reserve the right to permanently delete your profile, including any information and content in it.
- (30) If your subscription is cancelled or terminated pursuant to clauses 9 or 28(c), we will refund any fees you have already paid that relate to the cancelled period of your subscription.

Service Availability

- (31) We update our website and its content regularly, which may result in temporary disruption to our service. We take reasonable endeavours to keep any such disruption to a minimum.
- (32) Our website is provided "as is" and on an "as available" basis. We use third-party service providers with industry best practices in order to provide a high website uptime. However, to the extent permitted by law:
- (a) we give no warranty that our website will be free of defects and / or faults and we do not provide any kind of refund for outages; and
 - (b) we accept no liability for any disruption or non-availability of the website resulting from any reasonable updates to our website or from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

Notices

- (33) You agree that we will provide notices and messages to you in the following ways:
- (a) on our website or when you sign in to your account; or

(b) via the contact information you provided us (e.g. email, mobile number, physical address), and you agree to keep your contact information up to date.

Unexpected Delays

(34) In the event that we are unable to supply the services as a result of any circumstances beyond our reasonable control (including, but not limited to, terrorism; weather; technology attacks; pandemics; illness; embargoes; quarantine; viruses; strikes; acts or requests of any governmental authority) for longer than 30 days, you can cancel/terminate your subscription and obtain a refund for the services not yet provided.

Warranties, guarantees and liability

(35) You warrant that:

- (a) you will abide by all applicable laws and regulations when using our products and services; and
- (b) any content you submit to us is not the intellectual property or confidential information of any other person and that we don't need to get permission from anyone else to use it.

(36) There are certain mandatory consumer guarantees imposed under the Australian Consumer Law within the Competition and Consumer Act 2010 (Cth) that may apply to our products and services. Nothing in these terms modifies, restricts or excludes our liability in respect of such mandatory consumer guarantees.

(37) Subject to clause 36, all terms, warranties, guarantees and remedies are excluded and we do not make any promises, guarantees or warranties, whether express or implied, about our products, services or the Resources, including as to their accuracy, reliability, completeness or currency or that using them will achieve results. Your access to and use of this website and our products and services is at your own risk. The internet is not secure and we cannot guarantee that the website will be available, secure or fault or virus free.

(38) To the maximum extent permitted by law and without limiting clause 36 above:

- (a) we will not be liable for any direct, indirect, incidental, consequential, special or exemplary damages, losses, costs or expenses or loss of profit, resulting from any use or misuse of the information contained on this website or our products or services, including the Resources;
- (b) our liability for breach of any consumer guarantee or any other mandatory local law, which cannot be excluded but can be limited, is limited at our option to:
 - i. in the case of services supplied by us, resupplying or paying the cost of resupplying those service;
 - ii. in the case of goods supplied by us, replacing the goods, supplying equivalent goods, repairing the goods or paying the cost of any of the above options; and
- (c) our total liability to you and any other end user of our products and services (including that of any of our directors or employees), whether in contract, tort (including negligence) or otherwise, will not exceed the fees paid for the products or Services in respect of which the liability arises.

(39) These subscription terms are governed by the law applicable in the State of New South Wales, Australia and any applicable courts of appeal.

Contact information

(40) You can contact us by emailing us at info@explorelearnmove.com.au or writing to us at PO Box: 384 Moama, NSW, 2731