

TERMS AND CONDITIONS

Welcome to **Homeschool Assist** (hereinafter referred to as the “website” or “site” or “we” or “us”). The website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of our website constitutes your agreement to all such Terms.

Our website is owned and operated by Jessica Popplestone with its office located at Queenscliffe, Victoria, Australia (Office Address).

Our website is an online platform wherein the Guardians/parents (hereinafter “parents/guardians” and “teachers” are collectively be referred to as “Users” or “You” or “Your”) can fill up the consulting form and book for a consultation and teachers can also fill up Form to be on the database of the Company and avail other services related thereto(collectively, the "Services"). By using the Site, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service ("Terms"). These Terms govern your access to and use of the Site and Services and all Collective Content, and constitute a binding legal agreement between you and us.

Please read carefully these Terms and our Privacy Policy, which may be found at homeschoolassist.com.au/privacy, and which is incorporated by reference into these Terms. If you do not agree to these Terms, you have no right to obtain information from or otherwise continue using the Site. Failure to use the Site in accordance with these Terms may subject you to civil and criminal penalties.

The use of this Website constitutes your consent to, and agreement to, abide by the most current version of these terms and conditions (the "Terms"). We may at any time revise these terms and conditions by updating the Terms. You agree to be bound by subsequent revisions and agree to review the Terms periodically for changes to the terms and conditions. The most up to date version of the Terms will always be available for your review under the "Terms and Conditions" link that appears at the bottom of the Website.

This website reserves the right to recover the cost of services, collection charges and lawyers fees from persons using the Site fraudulently. This website reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site and any other unlawful acts or acts or omissions in breach of these terms and conditions.

PLEASE READ THESE TERMS OF USE AND CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES.

IN USING THIS WEBSITE, YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND ACCEPTANCE OF THESE TERMS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORM PART OF THE AGREEMENT BETWEEN THE USERS AND US. BY ACCESSING THIS WEBSITE, AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE, OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

1. DEFINITIONS AND INTERPRETATION:

1.1 "**Agreement**" means the terms and conditions as detailed herein including all Exhibits, privacy policy, other policies mentioned on the website and will include the references to this agreement as amended, negated, supplemented, varied or replaced from time to time.

1.2 "**Homeschool Assist**" means an online website that provides information about the services provided by the website and consultation forms the users to connect with us. .

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1.3 "**Content**" means text, graphics, images, music, audio, video, information or other materials.

1.4 "**Students**" means an individual; who wishes to avail to services of the website through their parents/guardians to seek services from the Teachers

1.5 "**Teachers**" means an individual who are qualified educators and who we hire to provide online classes.

1.6 **“User”** shall mean the parent/ guardian of student and Teachers who creates an account on the website to avail the services of the website.

1.7 **“User content”** means all Content that a user posts, uploads, publishes, submits or transmits to be made available through our website.

1.8 The official language of these terms shall be English.

1.9 The headings and sub-headings are merely for convenience purpose and shall not be used for interpretation.

2. ELIGIBILITY:

2.1 Our services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

2.2 If you are under the age of 18 years you can avail our services only under the supervision of our parents. You can fill up the Consultation Form but the zoom meetings for the consultation will be set up with your parents and only after the approval by the parents and payment of requisite fees, the relevant program shall start.

3. CONSULTATION FORM AND SERVICES :

3.1 The Teachers, Parents/Guardians/Students can know more about our services, our Programs by contacting us through website by filling up the form.

a. The Parents/Guardians/Students can fill up the Consultation Form. Once we receive your query, we shall set up a zoom call with you and in our online consultation we will try to understand how we can best support you, wherever you find yourself on the homeschool journey. We ask questions such as:

- What are you families strengths and passions?
- What has been the biggest challenge so far?

- What are your homeschooling goals?
 - What are your children's needs?
 - How do they learn best?
 - How can we best support their learning environment?
 - What resources do you have access to?
 - What subjects or topics do you as an educator feel less confident in?
- b. Upon satisfactory information about your requirements, we shall allot a Teacher who shall best suit your requirements and inform you about further procedure in regard to how the sessions will be provided, how the fees shall be paid.
- c. When a Teacher wishes to join our database then it shall be click on the link of Join our Database and it will be redirected to a Google Form which it will have to fill and accordingly it will be notified of next steps.
- d. The Joining for Teachers as if now is free but it may incur charges at a later stage or in near future.
- e. The Teachers can through our services provide following:
- Teach lessons
 - Tutor 1-1
 - Help plan units and activities
 - Coach families
- f. Once information from a teacher is received, and is on our database this does not guarantee work in any capacity.

4. REPRESENTATIONS AND WARRANTIES OF THE USERS:

4.1 You hereby warrants that:

- you will not provide any User with any information that could allow you to be personally identified including, but not limited to, personal phone number,

personal e-mail address, home address, postal address, web-site address or details of any organisation, school or body of which he is a member;

- your behaviour will not be disruptive, offensive, abusive, unlawful, harassing, defamatory, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable in any respect; and
- you are not less than eighteen years of age. Students of less than eighteen years of age can only participate with the involvement of a parent or guardian.

4.2 We reserve the right to Users in order to evaluate compliance with the rules and policies set forth in these Terms of Service and any other policies applicable to use of the Service. If you ever believe that another User has violated the law or is defrauding, threatening or endangering anyone, we urge you to immediately contact the police directly for help.

4.3 You will not share personal contact information with other Users via the Site.

5. USE OF THE WEBSITE:

5.1 You shall not post, host, display, upload, modify, publish, transmit, update or share any information which:

- a. belongs to another person and to which You do not have any right;
- b. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing.
- c. is misleading in any way;
- d. is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- e. harasses or advocates harassment of another person;

- f. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- g. promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- h. infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];
- i. promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- j. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- k. provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- l. provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- m. contains video, photographs, or images of another person (with a minor or an adult).
- n. tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- o. solicits gambling or engages in any gambling activity which we, in our sole discretion, believe is or could be construed as being illegal;
- p. interferes with another User's use and enjoyment of the Website and enjoyment of similar services;
- q. harm minors in any way;

- r. infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- s. violates any law for the time being in force;
- t. deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- u. impersonate another person;
- v. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- w. shall not be false, inaccurate or misleading;

5.2 You shall not create liability for us or cause us to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;

5.3 You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve our right to bar any such activity.

5.4 You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

5.5 You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us, or otherwise engage in any conduct or action that might tarnish the image or reputation, of our website or otherwise tarnish or dilute any of our trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be

owned or used by us. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or our systems or networks, or any systems or networks connected to us.

- 5.6 You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
- 5.7 You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Website or any service offered on or through the Website. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.
- 5.8 You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of our website and / or others.
- 5.9 You shall solely enable us to use the information you supply us with, so that we are not violating any rights you might have in your Information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your Information, in any media now known or not currently known, with respect to your Information. We will only use your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.
- 5.10 We shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

6. OWNERSHIP:

All right, title, and interest in and to the website (excluding postings/content provided by the users) is and will remain the exclusive property of our website and our licensors. The website service is protected by copyright, trademark, and other laws of Australia. Nothing in these Terms gives you a right to use the name of the website or website's trademark or logo, or any other trademarks, logos,

domain names, or other distinctive brand features relating to the website or located on the website.

7. YOU AGREE AND CONFIRM:

- 7.1 That you will use the services provided by our website, its affiliates and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Site and transacting on the Site.
- 7.2 You will provide authentic and true information in all instances where such information is requested of you. We reserve the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), we have the right in our sole discretion to reject the registration and debar you from using the Services of our website and / or other affiliated websites without prior intimation whatsoever.

You grant your consent to the Company for your child to attend and participate in the classes, courses, tests, sessions, discussions, interactions and/or any other program conducted and/or organized by the Company on its Website and in relation to the services provided by the Company. You undertake that the participation of the Child and all the activities done by the Child will be under your direct and constant supervision. You further accept full and complete liability arising out of the child's acts, whether direct or indirect.

8. COPYRIGHT AND TRADEMARK:

- 8.1 Our website, its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under <https://www.homeschoolassist.com.au/> or any third party's intellectual property rights. All rights, including copyright, in this website are owned by or licensed to us or third party suppliers. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-

commercial use is prohibited without the permission of our website. You cannot modify, distribute or re-post anything on this website for any purpose.

8.2 Homeschool Assist names and logos and all related product and service and our slogans are the trademarks or service marks of the Company. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.

8.3 All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of our website or its suppliers and protected by Copyright Laws of Australia. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is strictly prohibited. Unless otherwise noted, all Contents are copyrights, trademarks and/or other intellectual property owned, controlled or licensed by our website, one of its affiliates or by third parties who have licensed their materials to us and are protected by Copyright Laws of Australia. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Site is the exclusive property of our website and is also protected by Copyright Laws of Australia.

8.4 If you learn of any unlawful material or activity on our website, or any material or activity that breaches this notice, please inform us. We respect the intellectual property rights of others and expect users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are promptly and properly provided to us. If you have a reason to believe that Your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

- a physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- identification of the copyrighted work claimed to have been infringed;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Your contact information, including your address, telephone number and an email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and that You are authorized to act on behalf of the copyright owner.

8.5 We have the right to remove the Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if we determine that the user is a repeat infringer.

8.6 Notices regarding our website should be sent to: jess@homeschoolassist.com.au and titled "Attn: Copyright"

9. INDEMNITY.

You agree to defend, indemnify and hold harmless our Company/website, its employees, directors, officers, agents and their successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to our website or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this User Agreement or arising out of your violation of any applicable laws, regulations including but not limited to Intellectual Property Rights, payment of statutory dues and taxes, claim of libel, defamation,

violation of rights of privacy or publicity, loss of service by other subscribers and infringement of intellectual property or other rights. This clause shall survive the expiry or termination of this User Agreement.

10. TERMINATION:

10.1 We may, at any time and without notice, suspend, cancel, or terminate your right to use the website (or any portion of the website). In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the website affected by such suspension, cancellation, or termination. In the event of any suspension, cancellation, or termination, the restrictions imposed on you with respect to material downloaded from the website and the disclaimers and limitations of liabilities set forth in the Agreement, shall survive.

10.2 Without limiting the foregoing, we may close, suspend or limit your access to our website:

- if we determine that you have breached, or are acting in breach of, this Agreement;
- if we determine that you have breached legal liabilities (actual or potential), including infringing someone else's Intellectual Property Rights;
- if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
- to manage any risk of loss to us, a User, or any other person; or
- For other similar reasons.

10.3 If we find you breaching these terms of service, you may also become liable for an amount of which we have suffered losses/damages.

11. AMENDMENT:

11.1 Company may at any time at its sole discretion modify this Agreement from time to time, and any such changes will (i) be reflected on the Website, (ii) be effective thirty calendar days after being so posted on the Website, (iii) not apply retroactively, and (iv) not apply to any disputes arising prior to the effective date of such change. The users agree to be bound to any such changes and understands the

importance of regularly reviewing this Agreement as updated on the website to keeping contact information current.

11.2 Notwithstanding anything to the contrary herein, Company reserves the right to, at any time and from time to time, change, alter, modify, or discontinue the Website and (or any part thereof) with or without notice. The Users agree that Company shall have no liability to the users or to any third party for any change, alteration, modification, suspension, discontinuance, or amendment of the Company's Website.

12. DISCLAIMER AND LIMITATION OF LIABILITY:

12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE WEBSITE AND ANY USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY OTHER WEBSITES LINKED TO THE WEBSITE, AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM THE SELLER'S ACCESS TO AND USE OF THE WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. COMPANY DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET OR MOBILE DEVICES.

12.2 The Site provides content from other Internet sites or resources and while our website tries to ensure that material included on the Site is correct, reputable and of high quality, it shall not accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Site. This disclaimer constitutes an essential part of this User Agreement. In addition, to the extent permitted by applicable law, we are not liable, and you agree not to hold Company responsible, for any damages or losses (including, but not limited to, loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- a. Your use of or your inability to use our Website, Services and tools;
- b. Delays or disruptions in our Website, Services, or tools;
- c. Viruses or other malicious software obtained by accessing our Website, Services, or tools or any site, Services, or tool linked to our Website, Services, or tools;
- d. Glitches, bugs, errors, or inaccuracies of any kind in our Website, Services, and tools or in the information and graphics obtained from them;
- e. The content, actions, or inactions of third parties, including items listed using our Website, services, or tools or the destruction of allegedly fake items;
- f. A suspension or other action taken with respect to your account; and

12.3 To the fullest extent permitted under applicable law, our website or its suppliers shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the Site, its services or this User Agreement.

13. GOVERNING LAWS AND JURISDICTION:

13.1 This User Agreement shall be construed in accordance with the applicable laws of Australia regardless of your physical location.

13.2 The Courts at Victoria, Australia have exclusive jurisdiction in any proceedings arising out of this agreement.

14. DISPUTE RESOLUTION:

DISPUTE BETWEEN YOU AND US:

14.1 In the interest of resolving disputes between you and us in the most expedient and cost-effective manner, you and we agree that any and all disputes arising in connection with the Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of the Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of the Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

14.2 The arbitration laws of Australia shall govern the arbitration proceedings. .

14.3 The award of the arbitration shall be binding on both, you and us.

14.4 The suits which are impliedly or specifically barred by this agreement shall be opposed by us by pleading this agreement.

15. SITE SECURITY:

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail-bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or

Commented [u1]: No transactions are being done so will keep the clause general,

services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from us on this Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

16. PRIVACY:

All Personal Information and User Generated Content provided to or displayed on the Site and Services are subject to our Privacy Statement.

17. NOTICE:

17.1 By using the Site and Services, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Site and Services.

17.2 You acknowledge that all contracts, notices, information and other communication we may provide electronically comply with any legal requirements that such documents are in writing.

17.3 Notice will be deemed received and properly served immediately when posted on the Site and Services, 24 hours after an email is sent, or 3 days after the date of posting any letter. As proof of service, it is sufficient that:

- For letters, the letter was properly addressed, stamped and placed in the post; and
- For emails, the email was sent to the specified email address.

18. LEGAL COMPLIANCE

18.1 In addition to this Agreement, you must familiarize yourself with, and comply with the Policies, domestic laws (including common law), state legislation, international laws, statutes, ordinances and regulations regarding your use of our services. Notwithstanding successful conclusion of a transaction you must ensure strict compliance with any particular formalities which, if not complied with, will either render a transaction void or unlawful.

18.2 You alone, and not we, are responsible for ensuring that the services and any other activities conducted on the website are lawful. You must ensure that they comply with all applicable laws in Australia and all other countries.

18.3 You should comply with country, state and federal regulations.

19. NO WAIVER IMPLIED:

The failure of us to enforce at any time any of the provisions of these of Agreement, or the failure to require at any time performance by you of any of the provisions of these provisions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the our right to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of these provisions shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

20. SEVERABILITY:

Each Term shall be deemed to be severable. If any Term or portion thereof is found to be invalid or unenforceable, such invalidity or unenforceability shall in no way effect the validity or enforceability of any other Term.

21. BINDING EFFECT

This agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto.

22. INJUNCTIVE RELIEF

The Users acknowledge and agree that in the event of a breach or threatened breach of this agreement by them, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this agreement.

23. ASSIGNMENT:

23.1 You will not assign any rights or delegate any obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining our prior written consent, which may be withheld in our sole discretion.

23.2 We may assign our rights and delegate any of our obligations under these Terms, in whole or in part, without your consent. Any assignment or delegation in violation of the foregoing will be null and void. These Terms will be binding and inure to the benefit of each party's permitted successors and assigns.

24. FORCE MAIURE:

We shall be under no liability to you in respect of anything that, if not for this provision, would or might constitute a breach of these Terms, where this arises out of circumstances beyond our control, including but not limited to:

- a. acts of god;
- b. natural disasters;
- c. sabotage;
- d. accident;
- e. riot;
- f. shortage of supplies, equipment, and materials;
- g. strikes and lockouts;
- h. civil unrest;
- i. Computer hacking; or
- j. malicious damage.

25. DIGITAL SIGNATURE:

25.1 By using our services, you are deemed to have executed this Agreement electronically, effective on the date you register your Account and start using our services. Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement.

25.2 In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the website, you give us permission to provide these records to you electronically instead of in paper form.

25.3 By registering for an Account, you consent to electronically receive and access, via email, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support. If you withdraw your consent to receive such records and notices electronically, we will terminate your access to the Services, and you will no longer be able to use the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

25.4 In order to ensure that we are able to provide records and notices to you electronically, you must notify us of any change in your email address by updating your Account information on the website or by contacting Customer Support.

26. ENTIRE AGREEMENT:

These Terms collectively represent the entire agreement and understanding between you and us and supersede any other agreement or understanding (written, oral or implied) that you and we may have had. Any statement, inducement, promise, covenant or condition not expressly found either in these Terms shall be deemed as void.

27. CONTACT US:

- 27.1 For any further clarification of our Terms and Conditions, please write to us at jess@homeschoolassist.com.au
- 27.2 Our Permanent Address is Queenscliffe, Victoria, Australia
- 27.3 Our legal representatives can be contacted at jess@homeschoolassist.com.au
- 27.4 Our Dispute Resolution team can be contacted at jess@homeschoolassist.com.au