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Terms of Use

Productivity Bootcamp Pty Ltd (ABN 33 164 131 828)

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1 Application of these Terms of Use

- 1.1 These terms apply to all online services operated by Productivity Bootcamp Pty Ltd (ABN 33 164 131 828) including the following websites and associated subdomains (our online services, websites):
- 1.2 A reference to “**you**” or “**your**” in these Terms is a reference to any person accessing or using our online services, or the company or organisation on whose behalf that individual is accessing or using our online services.

2 Your obligations

- 2.1 By accessing or using our online services you agree to be bound by the terms and conditions set out below (**Terms**) as well as our Privacy Policy as updated from time to time and accessible at: www.productivitybootcamp.com.au (**Privacy Policy**). If you do not accept or agree with these Terms or our Privacy Policy, you must not use our online services. We reserve the right to modify these Terms from time to time without notice. Please ensure you check our website for any changes.
- 2.2 By accessing and using our online services you warrant that you:
- a) have the power to form a binding agreement with Productivity Bootcamp, either in your individual capacity or as an authorised representative of your organization:
 - b) are 18 or over, or you otherwise have the consent of your parent or guardian.
 - c) are solely responsible for all your activities that occur on our websites.
 - d) Only use our online services in a private and secure manner.
 - e) will do your best to prevent any unauthorised access to any services that require a login
 - f) will not hack into, tamper with, or make any unauthorised modifications to our online services, or exploit our online services to access unauthorised information.
 - g) will not knowingly or recklessly introduce to our online services a virus, malicious code, worms, harmful software, or otherwise damage or hinder the operation of our online services, or any information contained within it.
 - h) will not use our online services to send commercial electronic messages in contradiction of the Spam Act 2003 (Cth);
 - i) will refrain from uploading onto our websites any material, or use our online services in any way, which:
 - i. infringes the intellectual property rights of any person.
 - ii. is obscene, indecent, offensive, threatening, or defamatory.
 - iii. is false or misleading

- j) will not use our online services for purposes that are unlawful or may adversely affect our reputation or interests.

3 User Content

- 3.1 When you enter or upload text or other information (collectively, User Content) into our websites, you grant us an irrevocable, perpetual, world-wide, royalty-free, non-exclusive license (with the right to sub-license) to copy, edit, distribute and display your User Content to the extent necessary for us to:
 - a) operate and manage our online services.
 - b) enable you to obtain the benefit of our online services.
 - c) provide services to third parties.
- 3.2 You warrant that you have the right to grant the license in clause 3.1 and that by uploading or communicating the User Content you are not violating the intellectual property rights or moral rights of any third party

4 Intellectual Property

- 4.1 Productivity Bootcamp, or its licensors, owns all trademarks, logos, designs, text, graphics, images, video, information, software and sound we produce and make available through our online services, together with any goodwill or reputation and intellectual property rights subsisting in those things (our Intellectual Property).
- 4.2 You must not copy, reproduce, transmit, display or otherwise distribute any of our Intellectual Property in whole or in part without our prior written consent, which we may give or withhold at our sole discretion.

5 Third party websites and third-party content

- 5.1 Our online services may contain links to third party websites.
 - a) We are not responsible for the operation or security of third-party websites.
 - b) We do not make any representations as to the accuracy, appropriateness or usability of content shown on third party websites.
 - c) Links to third party websites are provided solely for your convenience and do not indicate our endorsement or affiliation of their services.

8 Privacy

- 8.1 If we collect, handle and disclose Personal Information, we do so in accordance with Privacy Legislation and our Privacy Policy at www.productivitybootcamp.com.au

- 8.2 In addition, we do our best to ensure that User Content is:
- a) stored, transferred and disposed of according to best-practice industry guidelines;
 - b) not disclosed to third parties (except as set out in our Privacy Policy);
 - c) protected from misuse, interference or loss.

9 Technical information and security

- 9.1 We do our best to keep information secure and minimise the introduction of viruses and bugs to our online services. However, the transmission of data over the internet is not always secure, and we do not guarantee the security of any User Content transmitted using our online services. You use our online services at your own risk. To the maximum extent permitted by law, we are not liable for any breaches of security, or loss of information.
- 9.2 It is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular security requirements.

10 User conduct

- 10.1 Productivity Bootcamp has the right to suspend or terminate your account or any use of our online services where we consider you to be in breach of these Terms. We are not liable for any damage or loss resulting from the termination or suspension.
- 10.2 Where we suspend or terminate your account or access to our online services, you must not attempt to circumvent this action by registering or attempting to register on our online services under alternative username(s).

11 Modification or suspension of access

- 11.1 Productivity Bootcamp reserves the right to modify or discontinue our online services at any time, without needing your consent, unless otherwise agreed.
- 11.2 We may suspend access to our online services at any time to carry out maintenance, install modifications or updates, or to fix errors. Where practicable, we do our best to publish prior notice on our websites detailing the time and duration of any downtime.

12 Warranties and disclaimers

- 12.1 Except to the extent required by law, Productivity Bootcamp provides online services without any express or implied representations or warranties, and on an 'as is' basis. We do not warrant that our online services meet your requirements or that they are suitable for your purposes.
- 12.2 We do not warrant or represent that our online services are available for use at all times, uninterrupted or error-free, or free of viruses or programming bugs or interferences.

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- 12.3 Our liability for a breach of any warranty that by law we cannot exclude is limited to the repair of our online services giving rise to the breach.
 - 12.4 Subject to clause 12.3, we exclude all liability for any direct or indirect loss, damage, claim or expense you or another may suffer from your use of our online services (including as a result of negligence). This includes loss of profits, loss of opportunity, business interruption, loss or corruption of data or information, or damage to any computer system.
 - 12.5 Under no circumstances are we liable for any action or omission of a third party in connection with your use of our online services.
 - 12.6 You indemnify us, and any of our officers, directors and employees, against any loss, damage, expense, or costs we incur in connection with your breach of these Terms or of any other legal obligation, or your use of, or conduct, on our websites.

13 Other terms

- 13.1 Any failure by Productivity Bootcamp to enforce or exercise a right provided in these Terms is not a waiver of that right.
- 13.2 If a provision of these Terms is found to be invalid or unenforceable, the remaining terms still apply.
- 13.3 This Agreement is governed by the law of Australia. You submit to the non-exclusive jurisdiction of its courts and will not object to the exercise of jurisdiction by those courts.

14 Dispute resolution

- 14.1 If you have a complaint about our services or these Terms of Use, please contact us using the contact details set out below. We will do our best to respond to your complaint within seven days of receiving it.
- 14.2 If you are unhappy with our response you may commence proceedings in accordance with the law subject to clause 13.3.

15 How you can contact us

Please contact us if you have any queries about the Personal Information that we hold about you or the way we handle it. Our contact details are set out below:

Call us on 0419 511 565

Email us on info@productivitybootcamp.com.au

Send a letter to us at:

Attention: Privacy Officer Productivity Bootcamp

PO Box 78 Quakers Hill NSW 2763 Australia