

MUM CFOs**MONEY MASTERCLASS ONLINE COURSE TERMS AND CONDITIONS**

This is an agreement between you and Northern Beaches Mums Pty Ltd t/as Mum CFOs [ACN: 630 718 562] of [Suite 12, Level 3/30 Atchison Street, St Leonards NSW, 2065] ("we", "us" and "our"). The terms, conditions, notices, and disclaimers contained in this agreement govern your purchase and use of our online courses ("Online Courses"), and all content provided by us comprising the Online Courses, such as workbooks, spreadsheets, and videos (the "Material"). You should read this document in its entirety because all the terms are important. By making a purchase from us, including from www.mumcfos.com.au (the "Website"), you are agreeing to the terms and conditions of this agreement.

If you do not agree to one or more of these terms, you should not obtain services from us.

License to use Material

When you purchase access to an Online Course, we grant you a license to access and use all Material comprising the course for the sole purpose of your own personal use. The license is personal to you and cannot be transferred to anyone else.

You must not:

- reproduce, make copies of or distribute to third parties any of the Material;
- remove any copyright notices on the Material;
- make or attempt to make any modifications to the Material; or
- pass any of the Material off as your own intellectual property.

Account creation

On receipt of payment, you will be prompted to create a password-protected account on the Website ("Account"). Online Courses will be available for viewing or download (as applicable) from the time you register an Account. You must not share your Account or password with anyone else.

Payment processors

Payments for our services are processed by our third-party payment processors (Stripe and PayPal). When making a payment you agree you have read, understood, and agree to be bound by the terms and conditions of the third-party payment processor, which are available on their respective websites.

Refund and cancellation policy

Once you create an Account, we are not able to offer you a refund if you change your mind. This is because you will have already had access to the Material which we have developed with the investment of significant time and expense. All other requests for refunds will be considered on a case-by-case basis and determined at our sole discretion. If approved, a refund may be subject to an administration fee for processing the cancellation.

Disclaimer

The information provided by us (including any information provided by our third party partners) is provided for information and educational purposes only and does not constitute financial or legal advice. Any information provided is generic only and does not take into account your own personal financial position. You should consult your own independent financial advisor, legal or tax professional regarding your specific situation, needs and goals, before making any financial decisions.

Your warranties

You warrant and agree that you:

- are over the age of 18 years and have capacity to enter into this agreement;
- will comply with the Website Terms of Use, which are incorporated by reference into this agreement; and
- you will not use the Material as a substitute for legal, financial or taxation advice addressing your own individual circumstances.

Intellectual Property

You acknowledge that the Material is subject to copyright and other intellectual property rights ("Intellectual Property Rights"). All right, title and interest in the Material is owned and retained by us (or our licensors) and nothing we or you do in relation to the Material will transfer any Intellectual Property Rights to you. The Material is for your personal use only and must not be commercially exploited by you. You must not use, copy or adapt any of the Material in any way that suggests it was created by you.

Our name, logo and all related names, logos, product and service names, designs and slogans, are our trademarks or those of our affiliates or licensors. You must not use, copy or reproduce such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

Without limiting the foregoing, you agree not to reproduce, copy, share, sell, resell, publish or exploit for any purposes any aspect of the Website or the Material without our written consent. You agree that we may take urgent injunctive action against you should you breach our Intellectual Property Rights.

Privacy

In purchasing our services, you may give us personal information in which you have certain rights. You grant us consent to use your personal information in accordance with our Privacy Notice, which is incorporated into and forms a part of this agreement.

You agree to us using, publishing, distributing and copying all testimonials you provide in relation to the services.

Third Parties

We may engage third parties (each a "Third Party") to provide products and services in connection with our services, for example: hosting of Online Courses and creation of Material. We cannot be held responsible for the actions, errors or omissions of any Third Party, including any loss, property damage or injury caused by any Third Party. To the extent permitted by law, you surrender any rights to any cause of action against us arising out of the acts or omissions of any Third Party. To the extent permitted by law, you agree to indemnify us from and against all actions, claims, suits, liabilities, costs or expenses (whether in tort or contract) arising out of your participation in any of our services.

Consumer guarantees and disclaimers

Certain legislation including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified ("Statutory Rights"). We guarantee that the services we supply to you are rendered with due care and skill, fit for the purpose that we advertise, or that you have told us you are acquiring the services for, unless we consider and disclose that this purpose is not achievable and will be supplied within a reasonable time. Nothing in these terms excludes your Statutory Rights as a consumer under the ACL.

Except for your Statutory Rights, all express or implied warranties, representations, statements, terms and conditions that are not contained in this agreement, are excluded to the maximum extent permitted by law.

Limitation of Liability

Subject to our obligations under the ACL, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to this agreement, whether in contract, tort (including negligence), in equity, under statute or on any other basis, is limited to AUD\$100, or the amounts paid by you for the applicable service, whichever is the lesser amount.

To the maximum extent permitted by law, we are not liable for special, indirect, consequential, incidental or punitive damages, damages for loss of profits, revenue, goodwill or anticipated savings, whether in contract, tort (including negligence), in equity, under statute or on any other basis. Our liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability. To the extent of any inconsistency between this clause and the equivalent clause in the Website Terms of Use, this clause will prevail.

General

Neither we nor you will be liable for any delay in performing an obligation under this agreement if such delay is caused by circumstances beyond our or your reasonable control.

If any part of this agreement is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

This agreement is governed by the laws of New South Wales, Australia, and we and you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

We and you agree that we may communicate with each other electronically, including by sending electronic notices.

You may not assign this agreement without our written consent. We may subcontract our obligations, assign or novate this agreement at any time without your consent.

We may amend these terms at any time at our absolute discretion. Any changes will be made available to you through the Website. If you continue to obtain services from us following any amendments to these terms, you are agreeing to be bound by the amended terms.