



Jennifer Demiri t/a Create Again ABN 42 273 791 122 Coaching Services - Terms of Service

Terms and Conditions Last Updated: 14 December 2022

By using this website www.createagain.com.au ("Website"), You are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions (Terms), Privacy Policy and any disclaimer notice and any or all Agreements on this Website:

"Customer", "You", "User" and "Your" refers to you, the person accessing this Website and exploiting Our Services/Products and therefore accepting the Company's terms and conditions and;

"User Account" or "Account" shall mean the online account maintained by the User at the Website to avail of the Services;

the "Company", "Our", "We" and "Us", refers to Our Company, Create Again.

"Party" or "Parties" refers to both the Customer/User and Ourselves, or either the Customer or Ourselves. "Product" refers to a unique product provided by our Company as a result of Our commitment and services ("Services").

Any use or access by anyone under the age of 16 is prohibited unless permitted by the laws of Your country of residence, and certain regions and/or Products may have additional requirements and/or restrictions.

All rights not expressly granted to You under these Terms are reserved to the Company.

SERVICES/PRODUCT(S)

The Website allows You to purchase an online-course (Product) for a fee or give you information to purchase a service for a fee. We may at Our sole discretion engage third party service providers from time to time to provide certain Services. Each such purchase is intended to be used only by one person, unless specified otherwise under Product's details. You are not allowed to share Your purchase and/or provide access to such purchase to a third party. Please acknowledge that the Products we provide You with for a fee paid through Our Website constitute Our intellectual property and may not be exploited in any way prohibited by these Terms.

LICENSE

Subject to these Terms and Our policies, We grant you a limited, personal, non-exclusive, non-transferable, and revocable license to use Our Services/Products. You may use Our Product(s) only for Your personal, non-commercial use, unless You obtain Our written permission to otherwise use the Product(s). You also agree that You will access, and/or use only one User Account, unless expressly permitted by Us, and You will not share access to Your User Account or access information for Your Account with any third party. Using our Services/Product(s) does not give you the ownership of or any intellectual property rights in Our Services or the Product(s) you access for a fee paid through Our Website.



PRIVACY

We are committed to protecting Your privacy. We will only use information collected from individual Customers particularly email addresses to facilitate and deliver orders as part of Our commitment to provide the Services Our Customers have paid. Moreover, as We endeavour to provide You better products/services We will also be using Your emails to promote Our other products/services. You can opt out anytime by pressing the unsubscribe button that can be found in every email We send. We will constantly review Our systems and data to ensure the best possible service to Our Customers. Further details in Our separate Privacy Policy document available on Our website.

SUPPORT

We will provide Customer support services to Our registered Users via electronic mail. If You experience any difficulties using Our Product please notify us using the following email: admin@createagain.com.au with a subject line "Support".

However, We will not be liable or in any way responsible for Your own technical issues, internet speed and other related to Your access/device/location matters and We reserve the right to solely determine whether such difficulty exists on Our side.

DISCLAIMER

The information on this Website is provided on an "AS IS" basis. To the fullest extent permitted by law, this Company: (i) excludes all representations and warranties relating to this Website and its content or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Website and/or the Company's Products; (ii) excludes all liability for damages arising out of or in connection with Your use of this Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal Product of things or You have advised this Company of the possibility of such potential loss), damage caused to Your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT (A) THE PRODUCT(S) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE THE INTENDED PURPOSES, (B) THE PRODUCTS WILL NOT EXPERIENCE OUTAGES OR OTHERWISE BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THAT DEFECTS ON THE PRODUCTS WILL BE CORRECTED. YOU ASSUME ALL RISK OF PERSONAL INJURY, INCLUDING DEATH AND DAMAGE TO PERSONAL PROPERTY, SUSTAINED FROM USE OF THE PRODUCT(S).

FEES

Purchasing a Product/Service:

We offer paid Product(s)/Services for a fee. You are responsible for paying all fees charged by Us and applicable taxes in a timely manner with a payment mechanism associated with the applicable paid Product(s)/Services. When you make a purchase, you agree not to use an invalid or unauthorized payment method. We reserve the right to disable access to any Product for which we have not received adequate payment. Unless otherwise stated, all fees are quoted in AUD Dollars. You are solely responsible for any sales, value-added, withholding or similar taxes that apply to Your purchase, whether domestic or foreign.



You can purchase Our Product(s) via credit card, bank transfer or PayPal:

If You choose to pay by credit card You authorise Us to charge Your credit card or bank account for an amount of Product's applicable fee. If You choose to proceed with a purchase via PayPal, You further authorise Us to use a third party to process payments.

By purchasing any Product/Service through Our Website, You hereby consent and agree to abide by such third-party Internet payment service providers' customer terms and conditions, and privacy policies, and understand that we have no control whatsoever on such customer terms and conditions, and privacy policies. IF You DO NOT AGREE to such third-party Internet payment service providers' customer terms and conditions or privacy policies, DO NOT PURCHASE ANY PRODUCT/SERVICE. This is Your sole responsibility to find, read and understand any third party policies.

CUSTOMER RESTRICTIONS

As a Customer, You agree not to:

- Circumvent, disable, or otherwise interfere with security-related features of the Website;
- Disparage, tarnish, or otherwise harm, in Our opinion, Website and/or the Service;
- Use the Product in a manner inconsistent with any applicable laws or regulations;
- Interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;

You will not share access to Our Product/Service with a third party (unless otherwise permitted by us separately in writing); will not lease, sell, grant or otherwise exploit Our Product(s) in a way prohibited by these Terms.

Attempt to bypass any measures of the Website designed to prevent or restrict access to the Service, or any portion of the Website.

USER CONTENT AND CONDUCT

In case Our Services enable You to share your content ("User Content"), You retain all intellectual property rights in, and are responsible for, the User Content You create and share. However, by submitting User Content you grant other Users and Company the right to share Your User Content via any social media platform.

As a user of the Site, you agree not to post any Prohibited Content:

1. Profane language or content;
2. Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income or other protected status under applicable law;
3. Inappropriate sexual content or links to inappropriate sexual content, nudity or obscene;
4. Conduct or encouragement of illegal activity;
5. Private and confidential information;
6. Content that violates a legal ownership interest of any other party.
7. INTELLECTUAL PROPERTY OF OUR COMPANY



Unless otherwise indicated, this Website is Our proprietary property and all source code, databases, functionality, software, Website designs, audio, video, text, photographs, and graphics on the Website (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by Us or licensed to Us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws in various jurisdictions including EU and US, international copyright laws, and international conventions.

TERM AND TERMINATION

The Company may terminate your access to all or any part of the Website, Services and/or Product(s) at any time, with or without cause, with or without notice, effective immediately.

You can stop using our Services at any time. You may delete your User Account by Website features or notifying Us at admin@createagain.com.au. When you decide to delete Your User Account, We will delete Your data, although this may not take place immediately.

INDEMNITY

You agree to indemnify, defend and hold harmless Company and its affiliates, and their respective licensors and Service Providers, and all officers, directors, owners, agents, or licensors of any of the foregoing (collectively, the “Indemnified Parties”) from and against any and all losses, damages, liabilities and costs, including reasonable Attorney’ fees, sustained by any of the Indemnified Parties in connection with any claim arising out of Your use of Our Website or Product(s), or any breach by You f these Terms. Under no circumstances shall We be liable for any amount exceeding the fee paid for the Services/Product(s) ordered.

CHANGES TO THESE TERMS

We reserve the right to revise the Terms at our sole discretion at any time. Any revisions to the Terms will be effective immediately upon posting by Us. For any material changes to the Terms, we will take reasonable steps to notify you of such changes, via a banner on the website, email notification, another method, or combination of methods. In all cases, your continued use of the Services/Products after publication of such changes, with or without notification, constitutes binding acceptance of the revised Terms.

SEVERABILITY

If it turns out that a particular provision of these Terms is not enforceable, this will not affect any other terms. If you do not comply with these Terms, and we do not take immediate action, this does not indicate that we relinquish any rights that we may have in accordance with these Terms or granted by law.

APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of AU, QLD the parties submit to the jurisdiction of the Court of AU, QLD regardless of conflicts of law rules, and Brisbane Courts competent to hear appeals from them.



ENTIRE AGREEMENT

The Terms constitute the sole and entire agreement between You and Us regarding this Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services/Product(s)/Website.

CONTACTING US

For questions or clarifications regarding Our Terms and/or any other matters related to Our Services/Products, please contact Us at

admin@createagain.com.au.

Our mailing address is:

Attn: Jennifer Demiri

Address: 61 Blair Athol Crescent, Bundall, QLD, AU 4217