



## NACRE ADVANTAGE MEMBERSHIP TERMS AND CONDITIONS

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- We are a membership service, and by signing up with us, you are agreeing to an ongoing commitment to our Program. A minimum term applies to your membership, as set out in your account;
- We may terminate these Terms at any time in our sole discretion, with written notice to you.
- Our liability under these terms is limited to the price paid by you for the Program the subject of the relevant claim, and we will not be liable for consequential loss;
- We may amend these Terms at any time by publishing updated terms on our Site;
- We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Site or for featuring certain products or services on the Site.

Nothing in these terms limit your rights under the Australian Consumer Law.

### 1 Introduction

- (a) This website (**Site**) is operated by Nacre Consulting trading as Love Family Trust (ABN: 73 592 400 501) (**we, our or us**). These terms and conditions (**Terms**) are between us and **you**, the person placing an order for the NACRE Accelerator Mastermind program (**Program**) through the Site. If you are using the Site on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's personnel to these Terms.

### 2 Use of the Site

- (a) You accept these Terms by placing an order via the Site.
- (b) You must not use the Site and/or place an order for products through the Site unless you are at least 18 years old.
- (c) When using the Site, you must not do or attempt to do anything that is unlawful or inappropriate, including:
- (1) anything that would constitute a breach of an individual's privacy or any other legal rights;
  - (2) using the Site to defame, harass, threaten, menace or offend any person;
  - (3) using the Site for unlawful purposes;
  - (4) interfering with any user of the Site;
  - (5) tampering with or modifying the Site (including by transmitting viruses and using trojan horses);
  - (6) using the Site to send unsolicited electronic messages;
  - (7) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
  - (8) facilitating or assisting a third party to do any of the above acts.

### 3 Accounts

- (a) By signing up for a membership, you will be given the opportunity to create an account in order to access the Program.
- (b) You must ensure that any personal information you give to us when creating an account is accurate and up-to-date. All personal information that you give to us will be treated in accordance with our Privacy Policy.
- (c) It is your responsibility to keep your account details confidential. You are responsible for all activity on your account.

### 4 Membership

- (a) We are a membership service, and by signing up to the Program with us, you are agreeing to an ongoing membership with us. The details of your membership (including your inclusions, your payment method, and your delivery period) are as set out in your account on the Site.
- (b) Your membership is not subject to a minimum term, you may cancel your membership at any time.

### 5 Price and payments

- (a) In these Terms, the **Price** means the price paid by you in respect of each monthly membership fee.

- (b) You will be charged the Price for your initial order by completing the initial transaction on the Site. Unless you suspend or cancel your membership as permitted by this Terms, you will be charged the same Price each month from the day you signed up to the Program (each date being the **Billing Date**).
- (c) You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. If you make a payment by debit card or credit card, you warrant that you are authorised to use the debit card or credit card to make the payment.
- (d) You must ensure your chosen payment method has sufficient funds to pay the Price on each Billing Date.
- (e) The payment methods we offer are set out on the Site. We may offer payment through a third-party. You acknowledge and agree that we have no control over the actions of the third-party provider, and your use of the third-party payment method may be subject to additional terms and conditions.
- (f) We do not store any credit card details, and all payment information is collected and stored through our third-party payment processor.
- (g) We may from time to time issue promotional discount codes for our Program on the Site.
- (h) To redeem the promotional discount code, you must enter the code into your account, and the discount will be applied to your purchase of the Program.
- (i) The conditions of use relating to promotional discount codes will be set out on the Site. We may also from time to time run competitions on the Site or on social media. These competitions are subject to terms and conditions which will be made available on the Site at the time of the competition.

## 6 Termination

- (a) We do not provide refunds for change of mind or other circumstances. You may have rights under the Australian Consumer Law (see below) in addition to this clause.
- (b) We may terminate these Terms at any time in our sole discretion with written notice to you.
- (c) If you are found to be in breach of these Terms, we may immediately cease or suspend your access to the Program.
- (d) If any payment of the Price has not been made or is not successful in accordance with these Terms, we may (at our absolute discretion):
  - (1) immediately cease or suspend the provision and access to the Program; and
  - (2) recover as a debt due and immediately payable from you, the Price for the remainder of the minimum term; and
  - (3) engage debt collection services and/or commence legal proceedings in relation to any such amounts.
- (e) If you rectify such non-payment within a reasonable time after the Services have been suspended, then we may, at our discretion, recommence the provision of the Services as soon as reasonably practicable.

## 7 Licence and restrictions on use

- (a) Subject to the payment of the Price and your and your authorised users' compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under these Terms), personal and revocable licence to access and use the Services for the Term, for your use and enjoyment of the Services, as contemplated by these Terms (**Licence**).
- (b) You must not (and must ensure your authorised users do not) access or use the Program except as permitted by these Terms and you must not (and must not permit any other person to) use the Program in any way which is in breach of any applicable laws or which infringes any person's rights, including intellectual property rights, including to:
  - (1) use the Program to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
  - (2) use the Program in any way that damages, interferes with or interrupts the supply of the Services;
  - (3) introduce malicious programs into our hardware and software or Program, including viruses, ransomware, malware, trojan horses and e-mail bombs;
  - (4) reveal or allow others access to your account's password or authentication details or allow others to use your account or authentication details; or
  - (5) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Program in breach of any person's privacy (such as by way of identity theft or "phishing").

## 8 Intellectual property

- (a) All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel (including in connection with the Terms, any content on the Site, and the Program) (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
- (b) We authorise you to use Our Intellectual Property solely for your own internal business development purposes, and in the manner in which it was intended to be used.
- (c) You must not use Our Intellectual Property for commercial purposes, including, for example, to advertise your own business, for re-sale, or for any other revenue generation activity.
- (d) You must not, without our prior written consent:
  - (1) copy, in whole or in part, any of Our Intellectual Property;
  - (2) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
  - (3) breach any intellectual property rights connected with the Site or the products, including (without limitation) altering or modifying any of Our Intellectual Property; causing any of Our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of Our Intellectual Property.

## 9 Australian Consumer Law

- (a) Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Consumer Law. In Australia, our goods come with guarantees which cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.
- (b) Where your claim is a valid claim under the Australian Consumer Law, we will provide you with a replacement product or refund you the Price of the Program. Please contact us for further information.

## 10 Limitations

- (a) You may have rights under the Australian Consumer Law (see above), and nothing in this Limitations clause attempts to modify or exclude those rights.
- (b) Despite anything to the contrary, to the maximum extent permitted by law:
  - (1) our maximum aggregate liability arising from or in connection with the Terms (including the Program and/or the subject matter of the Terms) will be limited to, and must not exceed, the portion of the Price paid by you to us for the Program the subject of the relevant claim; and
  - (2) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- (c) Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against any liability caused or contributed to by, arising from or connected with any event or circumstance which is beyond our reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
- (d) You agree that any information contained on the Site and any materials provided with our products (collectively **Materials**) are not intended to provide legal, tax or financial advice. We are not a financial planner, broker or tax advisor. The Materials are general information only. The Materials have not been adapted to your personal circumstances; your personal financial situation is unique, and any information and advice obtained through the Materials may not be appropriate for your situation. Accordingly, before making any financial decision or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisors who can provide you with personalised advice.

## 11 General

- (a) **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).

- (b) **Feedback and complaints:** We are always looking to improve our services. If you have any feedback or a complaint, please notify us on our contact details below and we will take reasonable steps to address any concerns you have.
- (c) **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- (d) **Entire agreement:** The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
- (e) **Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. If any updated Terms materially affect you, you may cancel your membership to the Program with no penalty. Prior to placing an order, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them.
- (f) **Governing law:** These Terms are governed by the laws of Victoria. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Site.
- (g) **Third party sites:** The Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Site, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Site (**Affiliate Link**) or for featuring certain products or services on the Site. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Site, or which (if any) third party links are Affiliate Links.

**For any questions and notices, please contact us at:**

Nacre Consulting trading as Love Family Trust (ABN: 73 592 400 501)

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