

Background

These terms and conditions make up a legally binding agreement (the Agreement) between Hopscotch Branding Studio ABN 26 791 881 646 (referred to in these terms as “Us”, “We” and “Our”) and you.

This Agreement may be accepted by any one of the following methods:

- (a) making payment for the Course;
- (b) making payment for the Membership;
- (c) accessing the Course Materials.

If you have any questions about this Agreement before making payment for the Course or the Membership please contact rachel@hopscotchbranding.studio.

THE PARTIES AGREE as follows:

1. Delivery of the Course Material

- 1.1 All materials and resources for the Course will be delivered Online. No physical copies of the Course Materials will be provided.
- 1.2 The Course may include live group coaching calls as well as Course Materials. The Course does not include one-on-one coaching or customised design services.
- 1.3 The Course is designed to allow you to create an understanding of your brand and how to create a strong brand foundation and to achieve this, you will need to actively participate in the Course to receive its full benefit.

2. Payment, Price and Refunds

2.1 The Course

- (a) Payment is required before Online access will be provided.
- (b) You acknowledge and agree that there are no refunds for change of mind.

2.2 The Membership

- (a) Payment is required before Online access will be provided.
- (b) You acknowledge and agree that there are no refunds for change of mind if you select the Annual Membership Fee. If you select the Monthly Membership Fee, you can terminate by providing one (1) months' notice by emailing rachel@hopscotchbranding.studio.

3. Online Course Access

3.1 You acknowledge and agree that:

- (a) we retain complete editorial control over access of the Course Material Online and may alter, amend or cease the operation of the Online access at any time in our sole discretion; and
 - (b) Online access may be unavailable from time to time including for maintenance purposes.
- 3.2 Online access may contain links to other websites as well as content added by people other than Us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.
- 3.3 To the full extent permitted by law, We exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages as a result of Online use or access.

4. Limitation of Liability

- 4.1 Our aggregate liability to you for any Loss arising out of or in connection with:
 - (c) any act, error, negligence, misrepresentation or omission concerning or arising out of all of the Course (including any pre contractual statement, representation or warranty as to the quality or fitness for its purpose of the Course or Membership or as to Our ability to deliver the Course or Membership); and
 - (d) any breach of the Agreement or breach of duty of any kind owed in connection with the provision of the Course;
 is limited to and will not in any circumstances exceed the Price or Membership Fee, as the case may be.
- 4.2 We will not be liable for any loss of profit, revenues, anticipated savings, business or investment opportunities, internal management costs or any other indirect or consequential loss. For the avoidance of doubt, multiple claims arising out of (or based on) the same act, error or omission, or series of continuous, or repeated acts, errors or omissions will be considered a single loss.
- 4.3 Nothing in this Agreement is intended to exclude or restrict any liability that cannot be excluded or restricted by law.

5. Confidentiality

- 5.1 During delivery of the Course or Membership you may receive Confidential Information which is provided by Us and you must not deal with Our Confidential Information in any way that might prejudice its confidentiality.
- 5.2 Your obligations in relation to the Confidential Information will continue for as long as the Confidential Information is maintained on a confidential basis by Us.
- 5.3 At the end of the Course or Membership, or when earlier directed by Us:
 - (a) all Confidential Information must be returned to Us, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that you make; and
 - (b) you must erase and destroy any copies of any software containing or comprising the Confidential Information in your possession or under your control or that may have been loaded onto a computer possessed or controlled by you.
- 5.4 The Confidential Information does not include information which:
 - (a) is generally available in the public domain otherwise than as a result of a breach of this clause by you; or
 - (b) was known by you prior to Us disclosing the information to you.
- 5.5 You agree to indemnify Us fully against all liabilities, costs and expenses which We may incur as a direct result of any breach of this clause by you.
- 5.6 You acknowledge that damages may be an inadequate remedy for breach of this clause and that the We may obtain injunctive relief against you for any breach of this clause.
- 5.7 The obligations accepted by you under this clause survive termination or expiry of this Agreement.

6. Intellectual Property

- 6.1 You acknowledge that we will own all Intellectual Property Rights existing in the Course Material. To the extent that any Intellectual Property Rights in respect of the Course Material vests in you, you agree to assign all such Intellectual Property Rights to Us with such assignment effective immediately upon the relevant Intellectual Property Rights vesting in the Client.
- 6.2 Any pre-existing Intellectual Property Rights owned by Us before the commencement of this Agreement, will remain vested in Us.
- 6.3 Any pre-existing Intellectual Property Rights owned by the you before the commencement of this Agreement, will remain vested in you.
- 6.4 We agree to grant you a non-exclusive, transferable, royalty free licence to use and reproduce the Intellectual Property Rights subsisting in the Course Materials for the sole purpose of ensuring that you obtain the benefit of the Course or Membership. Under this licence you are not permitted to:
- (a) sub-licence, transfer, loan or resell the Course Material;
 - (b) give away the Course Material for free;
 - (c) claim the Course Material as your own; or
 - (d) use the Course Material in any derivative products for sale where the Course Material is the main component of the product. For example, mugs, t-shirts, home decor items, logos, art prints or posters.

7. Force majeure

- 7.1 We do not have any liability under or may be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond Our reasonable control.
- 7.2 If We are affected by these circumstances we will promptly notify you when such circumstances cause a delay or failure in performance and when they cease to do so.

8. Termination

- 8.1 We may terminate this Agreement by notice in writing to you, if you:
- (a) fail to observe any term of this Agreement; or
 - (b) fail to rectify a breach, to Our satisfaction following the expiration of 7 days' notice of the breach being given in writing to you.
- 8.2 Notwithstanding any other provision of this Agreement, We may terminate this Agreement for any reason by providing you with 2 days' notice.

9. Applicable Law

- 9.1 The parties expressly agree that this Agreement will be governed by and interpreted in accordance with the laws of the State of South Australia.

10. Your Warranties

- 10.1 You warrant that:
- (a) you are not executing this Agreement as a result of or by reason of or in reliance upon any promise, representation, statement or information of any kind whatever given or offered to you by Us whether in answer to an enquiry or otherwise; and
 - (b) Prior to the Start Date, you have made your own independent enquiries and satisfied yourself as to the fitness for purpose of the Course or Membership and, to the extent permitted by law, We make no warranty, promise or representation in relation to the Course or Membership, either expressly or impliedly and any warranties, terms and conditions in relation to the

fitness of the Course or Membership for any purpose, whether implied by use, statute or otherwise is, to the extent permitted by law, hereby excluded.

11. Definitions

In these terms and conditions, the following terms have the meanings indicated:

- a) **Annual Membership Fee** means a one-time payment for an annual subscription to the Membership.
- b) **Confidential Information** includes any information marked as confidential and any information received or developed by a party, which is not publicly available and relates to processes, equipment and techniques used by the disclosing party in the course of the disclosing party's business. This includes all information, data, drawings, specifications, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information and business plans.
- c) **Course** means any course delivered either online or in person by Us.
- d) **Course Material** means all materials regardless of form, developed or created by Us in the provision of the Course or Membership, as the case may be and includes, without limitation, any reports, emails, abstracts, records, drawings, plans, graphics, video and audio recordings, design and artwork.
- e) **Intellectual Property Rights** means copyright, trademark, design, patent, semiconductor or circuit layout rights and any other rights whether or not they are registered or registrable, relevant to, among other things, the textual, graphical, audio and other information, content, data or material used by Us in respect to this Agreement.
- f) **Loss** means any and all loss (including pure financial loss), injury, liability, damage, compensation, claim, demand, expense, interest or cost, including reasonable legal fees, whether arising in tort, contract or otherwise (including costs awarded or incurred) of any kind.
- g) **Membership** means an ongoing subscription with access to the Course Material.
- h) **Membership Fee** means the amount paid by you for the Membership in a 12 month period.
- i) **Monthly Membership Fee** means payment for the Membership in monthly instalments.
- j) **Online** means the delivery of the Course online through such means as an online based platform or website used to deliver the Course or Membership.
- k) **Price** means the amount paid by you for the Course.
- l) **Start Date** means the date of payment for the Course or Membership.