

# TERMS AND CONDITIONS

## VICKI YIANNI TRADING AS ENTHOUS MEDIA (ABN 33 768 519 085) TERMS AND CONDITIONS

### 1. APPLICABILITY AND ACCEPTANCE OF THESE TERMS & CONDITIONS

- a) These Terms and Conditions apply to each order that Vicki Yianni trading as Enthous Media (ABN 33 768 519 085) (we/us) accepts from a customer (you) for the supply of products or services (products or services).
- b) Your acceptance of products or services (including any subscription) from us and/or your use of our websites is deemed acceptance of these terms and conditions (Terms and Conditions).
- c) If you are a company, the Booking/Order Form must be signed by two directors or by the sole director/secretary as applicable.
- d) We may make changes to these Terms and Conditions from time to time to accommodate changes in law, business practice or the introduction of new products or services. If we do, we will notify you in writing (which may be via electronic communication) upon the changes taking effect. Your acceptance of further products or services and/or agreement to participate in the HUB and/or further payments and/or your use of our websites after the date we notify you of a change is deemed acceptance of those changes. If you do not want to accept the changes, you are entitled to terminate any ongoing subscription, membership or listing affected by notice to us, provided you have not previously been deemed to have accepted the changes as above. For unpaid products or services your termination will be effective ten business days from us receiving notice from you. For paid products or services your termination will be effective at the end of your payment period.
- e) We may assign our rights under these Terms and Conditions to any change in entity of the legal owner of Enthous Media without notice to you.

### 2. FEES AND PAYMENT

All payments of our fees are required upfront at the time of booking/order/renewal.

### 3. RISK AND TITLE

- a) Use of the products or services is at your own risk.
- b) Your entitlement in relation to any products or services is limited to a revocable, non-exclusive, non-transferable, limited license to download, install and use the products or services solely for your business use strictly in accordance with the terms of this Agreement and only for the engagement/subscription period. Ownership is reserved to us.
- c) You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the products or services or make them available to any third party.

### 4. THE HUB LISTINGS

- a) By agreeing to participate in the HUB listings you also agree to participate in our email broadcasting service as a recipient of emails. We will add you to our list of recipients and will send you information that we deem to be relevant to your business. If you indicate interest in material emailed to you, your business name may be provided to the business people who purchase email broadcasts from us so they can visit our HUB to research the listing details you have included for your business. You may opt out by unsubscribing at any time.
- b) By agreeing to participate in the HUB listings you also agree to be included on our online HUB, in which case your listing information will be visible to people who visit our online HUB and will also be made available in spreadsheets that may be exported from the HUB.
- c) We identify brands, products and businesses which we consider will be of benefit to the users of the site and we offer the free listing to businesses on a case by case basis. Alternatively, if we are approached by businesses we review suitability and appropriateness of the products to determine if the business is a fit for the HUB.
- d) You consent to information being shared within the HUB by agreeing verbally over the phone or in person, by email or by completing the information on the online form.
- e) Listing information must be provided by a key decision maker within your business or a representative of them.
- f) We do not take responsibility for any errors or inaccuracies in the information.
- g) If there are errors in the information, it is your responsibility to correct your own listing details on the online form or alternatively to advise us and request that the errors or inaccuracies are corrected.
- h) We do not take responsibility for any consequences of the listing information being made available.
- i) The listing will be available until you request that we remove it. You may also consider pausing your listing by selecting this option when you log in to the online system.
- j) The listing will remain unchanged unless you choose to edit it or unless you advise us of changes in person, over the phone or by email.
- k) You acknowledge that we are entitled to publish your listing or listing details anywhere in the world via any medium.
- l) You shall be solely responsible for content within your listing and the consequences of its transmission or publication. Any content made public may be publicly accessible through the internet and may therefore be crawled and indexed by search engines.
- m) We can remove your listing at any time and for any reason without notice to you.
- n) When you list other third party businesses as suppliers of your products, you represent that you have all relevant permissions to make these references, and you warrant that the information you supply regarding the business is accurate and up to date. We take no responsibility for this information.

### 5. THE HUB SUBSCRIPTIONS

- a) If you find any link on the website that is offensive for any reason, you may contact and inform us any moment. We will consider requests to remove links but we are not obligated to do so or to respond to you directly.
- b) Subscriptions are only to be used for the following:
  - i. relevant industry contact; and
  - ii. your specific business purposes.
- c) You are not permitted to share information with third parties nor sell information to third parties.
- d) When your order for a subscription product or service is accepted, we will:
  - i. supply that product or service to you for an initial subscription period as pertains to the specific product or package you have ordered; and
  - ii. continue to supply that product or service to you after the initial subscription period has expired at our sole discretion.
- e) You may terminate or suspend your subscription at any time by 30 days written notice to us. If you choose to terminate your subscription, you are not entitled to any refund of fees paid.

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- f) If your subscription includes export capabilities, you must not under any circumstances share the spreadsheet or the contents of the spreadsheet that you export with third parties.
- g) Information is provided by the businesses represented by each listing. We take no responsibility for accuracy or relevance of this information.

## 6. BROADCASTING

- a) You are responsible for all material. We may make suggestions or create content or imagery but this does not constitute advice. You must review your material and decide on the material that is appropriate to use.
- b) We assume that you have permission to use images or content and we will not take any responsibility in this regard.
- c) You are responsible for product claims, even if we have created the content (copywriting/design) or made suggestions to you regarding content you submit.
- d) We do not take any responsibility for storing images or content and we do not take any responsibility for third parties using or sharing your images or content in third party locations.
- e) We rely on you providing appropriate material for the broadcast. If you do not provide appropriate material for the broadcast within 12 months of the order, the service may be cancelled by us at our sole discretion and any money paid will be retained by us and you will not be entitled to a refund.
- f) You must accept full responsibility for the content of all broadcasts. By submitting, authorising or approving broadcasting material for publication, you indemnify us, our successors and assigns against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the broadcasting material.
- g) Whilst every effort will be made to avoid errors, we will not be liable for errors, omissions or inaccuracies in the broadcast(s).
- h) We will email to you a proof of the broadcast for your review and approval prior to the release of the broadcast. It is your responsibility to advise us of any corrections required.
- i) Specific time scheduling for the release of the broadcast shall be at our discretion unless otherwise expressly agreed in writing.
- j) We provide no guarantee as to the exact day and time of the broadcast.
- k) Once the broadcast has been released, we may:
  - i. use it as we wish;
  - ii. showcase it to whomever we wish; and
  - iii. showcase it wherever we wish.
- l) We reserve the right to amend or withdraw your broadcast at any time, without giving reasons. In the event that your broadcast is withdrawn a refund of the total amount paid for the relevant broadcast will be provided to you by us.
- m) You acknowledge that we are entitled to publish your broadcast anywhere in the world via any medium.
- n) You acknowledge that when we send broadcasts, the opinions stated in the email are the opinions of the third parties not ours.
- o) All broadcasting is provided without warranties of any kind, both express and implied.
- p) In no event will we be liable for any form of loss, damage, liability or expense in excess of the total dollar amount actually received by us for the relevant broadcast(s).

## 7. SALES KITS

- a) The course is only available online and within 12 months of purchase.
- b) Downloadable products available within the sales kits, including but not limited to spreadsheets and spreadsheet templates, interactive PDFs, booklets, workbooks, worksheets and document templates may be downloaded at any time within 12 months of purchase, however after this time they will no longer be available or accessible. It is recommended that you download these assets before access expiration.
- c) All information in the sales kits is copywritten and must not be copied or reproduced.
- d) If your subscription includes export capabilities, you must not under any circumstances share the spreadsheet or the contents of the spreadsheet that you export with third parties.
- e) If your sales kit includes vouchers, all vouchers must be used within 12 months of issue (or used before the expiry period stated on the voucher) after which time they will be void. Vouchers for products or services may have limited availability so the products or services are not guaranteed to be available.
- f) No refunds will be provided under any circumstances, including for any products or services in the sales kit that you do not utilise.
- g) The sales kits include membership to email newsletters. Your purchase of a sales kit grants us permission to send you email newsletters.
- h) Sales kits and all related products are provided without warranties of any kind, both express and implied.
- i) We do not guarantee the appearance or accessibility of the products in the sales kits as it depends upon your own computer programs and software.

## 8. ONLINE COURSES

- a) Course content is only available for 12 months from purchase.
- b) Workbooks and Worksheet PDFs may be downloaded from the course website for your own business use and not for sharing with third parties.
- c) Video and audio files are only accessible on the course website and cannot be downloaded.
- d) Whilst every effort will be made to impart relevant knowledge and experience in sales and marketing, you must accept full responsibility for your sales, marketing and marketing outcomes.
- e) We make no claims about the accuracy, applicability, fitness or completeness of any services provided, and accept no responsibility for content shared as part of the online course, nor for outcomes of the online course, including but not limited to sales and marketing results, and we make no guarantees or warranties in this regard.
- f) All information shared as part of the course program is provided on the understanding that you exercise your own skill and care, and that you undertake careful evaluation of the relevance of the information provided according to your individual circumstances.

## 9. DOCUMENT TEMPLATES

- a) If the products or services include templates, we provide content in the templates for example purposes only. You must take responsibility for your own content when using the templates, ensuring that you include content that is relevant for your own specific business purposes.
- b) Templates may be downloaded for your own business use and not for sharing with third parties.
- c) Whilst every effort will be made to include copy suggestions within the templates that may be relevant for your needs, you must accept full responsibility for your sales, marketing and marketing outcomes as a result of using the templates.

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- d) We do not have any affiliation with Canva. If the products or services include document templates for Canva, then you have permission to use these templates for your own business purposes but you may not sell these templates to third parties. We cannot guarantee your ability to use these templates on Canva's website as we are not connected in any way with Canva.
10. SPREADSHEETS
- a) If the products or services include spreadsheets and/or spreadsheet templates, we do not take responsibility for any information you add to this in terms of data or content nor do we guarantee the accuracy of the formulas, etc. within the spreadsheet.
  - b) Spreadsheets and spreadsheet templates may be downloaded for your own business use and not for sharing with third parties.
  - c) Whilst every effort will be made to include content and copy suggestions within the spreadsheets and spreadsheet templates that may be relevant for your needs, you must accept full responsibility for your sales, marketing and marketing outcomes as a result of using the spreadsheets and spreadsheet templates.
  - d) Spreadsheets and spreadsheet templates require a computer with a good processor and Excel version 2010 or newer.
11. INTERACTIVE PDFS
- a) If the products or services include interactive PDFs, you must have relevant software on your computer to be able to use interactive PDFs. We cannot guarantee that you will be able to use interactive PDFs or that they will function in all circumstances. If you cannot use interactive PDFs in an interactive way, you can alternatively print the document and handwrite in the provided section.
  - b) If the products or services include interactive PDF planners, checklists, etc., you are fully responsible for the planners, sales script, etc. you create, using the interactive PDF as a tool only for general guidance and getting things started.
  - c) Interactive PDFs may be downloaded for your own business use and not for sharing with third parties.
  - d) Whilst every effort will be made to include content and suggestions within the interactive PDFs that may be relevant for your needs, you must accept full responsibility for your sales, marketing and marketing outcomes as a result of using the interactive PDFs.
  - e) We do not accept any liability for the plans you make as a result of using interactive PDFs. These are meant for general guidance and support only. Always review plans in light of your own unique business conditions and needs.
12. COACHING
- a) If you book a session and you do not confirm a time and date for the session to take place within 12 months of the booking, the session will be considered by us to be completed.
  - b) Whilst every effort will be made to impart relevant knowledge and experience in sales and marketing, you must accept full responsibility for your sales and marketing as well as sales and marketing outcomes.
  - c) We make no claims about the accuracy, applicability, fitness or completeness of any services provided, and accept no responsibility for content shared as part of the coaching program, nor for outcomes of the program, including but not limited to sales and marketing results, and we make no guarantees or warranties in this regard.
  - d) We make no guarantees regarding the information shared during coaching and take no responsibility for any consequences of your sharing of information.
  - e) All information shared as part of the coaching program is provided on the understanding that you exercise your own skill and care and that you undertake careful evaluation of the relevance of the information provided according to your individual circumstances. It should not be considered as advice.
13. WEBSITES
- a) We have created and operate a series of websites which must be used by you only in accordance with these Terms and Conditions.
  - b) You agree not to use, nor permit any third party to use, the websites to upload, copy, alter, modify, sell, post, distribute, link to, publish, reproduce, engage in, promote or transmit, without written permission from us, any of the following:
    - i. Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that is excessively violent, incites or threatens violence, encourages "flaming" others or criminal or civil liability under any local, state, national or international law;
    - ii. Content that would impersonate someone else or falsely represent your identity or qualifications, or that may constitute a breach of any individual's privacy, is illegally unfair or deceptive, or creates a safety or health risk to an individual or the public;
    - iii. Investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or spamming or flooding;
    - iv. Virus, Trojan horse, worm or other disruptive or harmful software or data; and
    - v. Any content that you do not own or have the right to use without permission from the intellectual property rights owners thereof.
  - c) You agree not to use the websites or the content on the websites in any manner that competes with us.
  - d) You are permitted to print or copy for your business use any portion of the content on the websites that you are authorised to access.
  - e) All the information, content, services and software displayed on the websites is owned by us or our third-party content providers.
  - f) You are responsible for all activity on your account, whether you authorise it or not.
  - g) We make no claim that the websites are free of errors. We do not ensure that the information on the websites is correct, we do not warrant its completeness or accuracy, nor do we promise to ensure that the website remains available or that the material on the website is kept up to date.
14. USE OF THE PRODUCTS OR SERVICES
- a) Certain software you use may not be capable of supporting the products or services and the performance of the products or services will vary with the hardware on which it is used. You must check that your network is capable of supporting the products or services before completing your order. We make no guarantees or warranties in this regard.
  - b) Whilst we will use our best endeavours to minimise disruption to the services, unscheduled outages may occur from time to time. We cannot guarantee the integrity of our services in the event of outages.
15. USE OF INFORMATION
- a) Your collection, storage and use of information should be in accordance with applicable legislation, regulations, guidelines and policies, such as the Do Not Call Register, spam policies, privacy regulations, etc.
  - b) We do not accept responsibility for whether or not the use of information complies with applicable legislation, regulations, guidelines and policies.
  - c) We operate in accordance with our Privacy Policy which can be found at [www.food-source.com.au](http://www.food-source.com.au)
16. RESULTS
- a) We provide no guarantee on results from the use any of our products or services.



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- b) We do not take any responsibility for your expectations about what positive results you may receive as a direct or indirect consequence of using our products or services.

## 17. SUSPENSION OR MODIFICATION OF THE PRODUCTS OR SERVICES

- a) We may discontinue, cancel, suspend or revise any or all aspects of the products or services at our sole discretion and without prior notice to take account of (for example but without limitation) changes in law or circumstance relating to the products or services.
- b) We may suspend or cancel your access to the products or services, in whole or in part, until further notice, with immediate effect:
  - i. for any reason we determine in our sole discretion;
  - ii. to periodically maintain or improve the products or services and related systems;
  - iii. to comply with any order, instruction or request of any government, any emergency services organisation, or other competent judicial, administrative or regulatory authority;
  - iv. if we believe that the products or services may be used in such a way as may constitute a breach of any provision of these Terms and Conditions;
  - v. if we have reasonable grounds to suspect that there has been unauthorised access to your subscription or that you have committed or may be committing any illegal or fraudulent activity in connection with your subscription;
  - vi. if you breach any part of these Terms and Conditions; or
  - vii. if you fail to pay all or part of any fee by the due date.
- c) We will endeavour, where possible, to provide you with reasonable notice of such suspension or cancellation.

## 18. UNANTICIPATED EVENTS

We will not be liable for any failure to perform any obligation under these Terms and Conditions due to causes beyond our respective reasonable control.

## 19. COSTS

If you default in performing your obligations under these Terms and Conditions and we incur expenses in enforcing our rights under these Terms and Conditions (for example and without limitation, expenses incurred by us in recovering any moneys owed by you to us), you must pay to us any reasonable costs on demand (including all legal costs on a full indemnity basis).

## 20. TERMINATION FOR BREACH

Without prejudice to any other right at law or under these Terms and Conditions, either party may terminate these Terms and Conditions by giving written notice, if the other party has failed to remedy a material breach of any term of these Terms and Conditions within 21 days of being given written notice of the breach (the notice to include details of the relevant breach). Where you have breached a material term we may elect, in the alternative, to cease supply of products or services to you until we are reasonably satisfied that you have remedied the breach.

## 21. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

- a) All products or services ordered by you are provided without warranties of any kind, either express or implied.
- b) We do not warrant that our products or services will be complete or free from all errors.
- c) We do not warrant that information will continue to be available to us to enable us to keep those products or services up-to-date.
- d) All representations are expressly excluded and you have not relied on any representations in ordering products or services from us.
- e) Under no circumstances (including but not limited to any act or omission on our part) will we be liable for any loss or damages (including, without limitation, indirect, incidental, special or consequential or punitive damages and damages for loss of profits) whatsoever which results from any use, or any inability to use, our products or services.
- f) You agree to release, waive, acquit and forever discharge us from every claim, suit, action, demand or right to compensation for damages you may claim to have or that you may have out of acts of omissions by you or by us as a result of our products or services.

## 22. RELEVANT LEGISLATION

It is your responsibility to ensure that any material you provide to us verbally, in the HUB, or otherwise, complies with any and all relevant legislation, including the *Therapeutic Goods (Therapeutic Goods Advertising Code) Instrument 2021*, the *Australian Therapeutic Goods Act 1989* and the *Competition and Consumer Act 2010* and amendments or replacement legislation. Please see the following link to the Federal Register of Legislation containing downloads of these various documents for your reference: <https://www.legislation.gov.au/>

## 23. GOVERNING LAW

These Terms and Conditions will be governed by and construed according to the law of Queensland and the parties agree to submit to the jurisdiction of the courts and tribunals of or exercising jurisdiction in that State.

## 24. ELECTRONIC COMMUNICATION

We may make available or send documents and information to you by means of an electronic communication. You acknowledge that we are not liable in respect of:

- a) any error, omission or loss of confidentiality arising from an electronic communication;
- b) any unauthorised copying, recording or interference with a document;
- c) any delay or non-delivery of a document; or
- d) any damage caused to your system or files by such electronic transmission (including by any computer virus).

## 25. FUNDS TRANSFER

- a) Cyber criminals can hack into communications. You must not act on any communication (from us, or anyone else) that requires you to send, deposit, pay or transfer funds - until you:
  - i. check the phone number of the apparent sender of the communication – use a source other than the communication that asks for money;
  - ii. contact the apparent sender (including us) of that communication by using that phone number;
  - iii. read out and read back the account and BSB numbers (or other specific payment details where applicable, e.g. if not a bank account) contained in the communication; and
  - iv. confirm any instructions.
- b) We require you to provide us with a copy of any funds transfer or deposit confirmation to us as soon as possible after a funds transfer or deposit is made.