Defined terms

In this document, the following terms have the following meanings:

**Art of Estate Planning Community** means our Facebook groups, other online or in person forums.

**Confidential Information** means all information disclosed by a party for the Purpose which:
   a) is confidential in nature;
   b) is designated by a disclosing party as confidential; or
   c) the receiving party ought reasonably know from the circumstances is confidential,

including any inventions; discoveries; facts; data; ideas; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; techniques; products; prototypes; processes; names; know how; routines; specifications; drawings; trade secrets; technology methods; computer programs; works in respect to which copyright subsists; circuit board layouts; and other knowledge.

**Intellectual Property** means and includes, without limitation, any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

**Our Content** means all material on the Site, in our Art of Estate Planning Community or otherwise delivered by us and includes, without limitation, documentation or other material in whatever form, including any videos, flyers, fact sheets, marketing documents, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property rights, created or offered by us for the Purpose.

**Purpose** means educating you about estate planning and providing you with resources for use in your business to assist your clients with their estate planning.

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You consent to the exclusive jurisdiction of the courts in Queensland to determine any matter or dispute which arises between us.

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- failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records
- accessing websites or servers maintained by other organisations through links on our Site, Art of Estate Planning Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk
- the use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site

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If you are a registered user or member to this Site, you acknowledge and agree that:

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• you will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
• you will immediately notify us if your Password is lost or becomes known to any other person;
• you are solely responsible for all access to and use of this Site via your Password, whether such access or use is by you or any other person; and
• any information you provide to us for posting or inclusion in our Art of Estate Planning Community, at any time, becomes our property.

To the extent that you provide personal information, we will treat such information strictly in accordance with our Privacy Policy.

You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if you become aware of any unauthorised use of your registered details.

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• content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
• information that includes personal or identifying information about another person without that person's consent;
• information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us;
• any information or content that impersonates any person or entity;
• any material, non-public information about companies without authorisation to do so; or
• any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

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Refunds are not provided for our products and/or services that have been rendered by us, including where you have been given access to Our Content or our Art of Estate Planning Community, whether accessed by you or not, unless we are in breach of the Competition and Consumer Act 2010 (Cth).

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