

TERMS OF USE

THE ART OF ESTATE PLANNING

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.

Site means each of www.taralucke.com.au.

<https://www.facebook.com/groups/artofestateplanning/?ref=bookmarks> and <https://theartofestateplanning.mykajabi.com>,

us means Tara Lucke, and The Art of Estate Planning Pty Ltd ACN 627 545 822 as trustee for The Sunshine Trust

Our terms of use

These Terms and Conditions (**Terms**) govern your use of as well as all products and services purchased from either Site, and form a binding contractual agreement between you and us.

Please read these Terms carefully and contact us if you have any questions.

By purchasing, accessing, downloading or using the products and services offered on our Site you agree to be bound by these Terms, which you acknowledge that you have read and understood.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

These Terms shall be construed in accordance with and governed by the laws of Queensland.

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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By using our products and/or services, you agree to respect our Confidential Information.

You agree:

- that Our Content and all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us for the Purpose; and
- that if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

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We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Art of Estate Planning Community or through use of our products or services.

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In particular, the content provided by this Site is for the sole purpose of educating you to be able to have conversations with your clients to motivate them to implement a holistic estate plan and engage the appropriate professional advisers to implement their estate plan, and is in no way intended to be used by you to give legal advice.

We provide support, guidance and tools for you to have conversations with your clients to motivate them to implement a holistic estate plan, but any advice you give to your clients, and the consequences that flow from such advice, is your sole responsibility. You acknowledge and agree that we are not responsible for decisions that you may make or advice that you give to your clients.

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We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Art of Estate Planning Community or Our Content.

In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or advice you give based on reliance upon this Site, Art of Estate Planning Community or Our Content.

These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:

- reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements)
- advice you give based on reliance upon this Site, Art of Estate Planning Community or Our Content
- 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

Your obligations

Before you purchase our products and/or services, you must register an account with us.

You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.

We may at any time request a form of identification to verify your identity.

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

- you are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
- 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.

Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services. You cannot transfer or assign your membership of this Site without our prior written consent.

When using our products and/or services, you may be given access to our Art of Estate Planning Community or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Art of Estate Planning Community any of the following:

- content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable;
- 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).

By posting or otherwise publishing Your Content on our Site or Art of Estate Planning Community, you:

- grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
- warrant that you have the right to grant the above licences;

- warrant that Your Content does not breach these Terms; and
- consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

We reserve the right (but have no obligation) to:

- review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

Right to terminate, refund policy and disputes

We reserve the right to terminate your use of the Site, Art of Estate Planning Community or our products and/or services generally if you breach these terms, as determined by us in our sole discretion.

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).

Should a dispute arise between us, we strongly encourage you to contact us to seek a resolution.

Any reasonable requests will be considered and we will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Your feedback

We welcome enquiries or feedback at tara@taralucke.com.au . Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

We reserve the right to change the contents of our terms and conditions and policies at any time in our sole discretion. You will be required to comply with any such revisions and therefore should review the current terms each time you revisit our Site.

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