



## ECOMMERCE TERMS AND CONDITIONS

At Nucleusly, our mission is to connect parents of children experiencing mental health and related issues with expert registered psychologists quickly and affordably using the power of video and the internet.

We seek out registered psychologists around the world who are experts in their field and ask them to share their unique insights and expertise in online webinars to help you on your parenting journey.

These are the terms and conditions on which we, Nucleusly Pty Ltd (ABN 16 628 287 721) (“Nucleusly”, “we”, “us”) make these webinars available to you, the purchaser of a webinar (“Purchaser”, “you”), on our website [nucleusly.com](https://nucleusly.com) (“Website”), which we own and operate.

Please read these conditions carefully, as they apply to all transactions between you and us and can only be waived or varied in writing signed by us. These terms also include our terms of use, disclaimer and privacy policy available on the website. By proceeding with a purchase on our Website, you’re indicating to us that you’ve read, understood and agreed to these terms and conditions. If you have any questions or concerns about our conditions or website, or any purchase you make through the Website, please don’t hesitate to get in touch with us.

### eCommerce

While we take every care to make sure our Website is accurate and up to date, we’re only human and from time to time, mistakes may occur (for example, a pricing error or availability issue).

Please note that when you submit an order through the Website, no agreement is formed until we process and accept your order and send you a confirmation. If there’s been an error leading to your order, we may choose not to accept the order, but we’ll be sure to contact you to discuss your options (for example, placing an order at the correct price, or for a different webinar).

### Payment

You agree to pay us the price listed on our Website (subject of course to the proviso above, in the case of accidental errors and omissions). Prices listed on our Website will automatically appear in US Dollars. However, our Website includes a currency converter which can be used to convert the price into your chosen currency. Please note that prices may vary according to the exchange rate as at the date of your purchase.



For our Australian customers, our prices are inclusive of GST, unless otherwise stated on the Website. You may pay for your order using any method of payment available on our Website from time to time.

You acknowledge and agree that your payment in full in cleared funds is a condition of this agreement, any breach of which will entitle us to terminate this agreement immediately. If a request for payment is returned or denied by your financial institution or is unpaid by you for any other reason, then you'll be liable for any associated costs incurred by us, including banking fees and charges. We may also to provide access to a webinar unless or until we receive your payment in full.

In making a payment, you warrant to us that you've read and agreed to the terms of any third-party payment gateway or processor (such as PayPal or Afterpay), which are available on their respective websites. You understand that these services are provided by third parties and are made available to you on our Website for convenience only. We're not responsible for any issues, loss or damage arising out of those facilities. If you have an issue with a third-party provider on our Website, please contact them directly.

We may vary our prices from time to time. You agree and acknowledge that we may do so at any time on notice, and that such notice is given by us posting the updated price on our Website.

If you fail to pay us for an order, or if an insolvency event occurs in relation to you (for example, if you commit an act of bankruptcy or become insolvent), we may terminate this agreement.

### **Discounts**

We may offer discounts from time to time. Please note that discounts are not available in conjunction with any other offer (for example, if we have two promotions on offer at the same time, you can only apply one discount to a purchase, not both).

Discounts are available for the stated time, or else for a period of seven (7) days from the date that the offer was first made.

We reserve the right to revoke any discount offer at any time without notice.

### **Paying with Vouchers**

We may from time to time provide customers with vouchers for use on our Website. Unless those vouchers are expressed to be subject to other terms and conditions, these conditions apply.

Vouchers are redeemable for webinars or other products sold by us on our Website only.

Vouchers can be redeemed for three (3) years from the date of purchase and will expire after this date unless:

- you are located outside New South Wales, Australia;
- we gave the voucher to you for free;
- we gave the voucher to you in exchange for goods returned to us;
- we gave the voucher to you as part of a customer loyalty or employee rewards program;
- we gave the voucher to you as part of a temporary marketing promotion as a bonus to the purchase of a good or service;
- we sold the voucher to you for a particular good or service that is below the market value of the good or service (a genuine discount);
- we gave the voucher to you as part of a fundraising appeal, including to a charity or not for profit organisation; or
- the voucher is for a good or service available for a limited time and the voucher expires at the end of that period (for example, a product that is only available for a limited time),

in which case the voucher can be redeemed for twelve (12) months from the date of purchase or the date set out on the voucher and will expire after that date.

Vouchers are non-transferable and are not redeemable for cash under any circumstances, including any partial balance remaining after redemption.

### **Store Credit**

We may issue you with store credit in accordance with this agreement, or otherwise within our absolute discretion. If we do so, the grant of store credit is subject to the terms of this agreement.

Store credit is redeemable by you at any time. Please contact us if you have any questions about redeeming your store credit.

### **Delivery**

Once we've received your payment and confirmed your order, you'll receive an email with your login details to access the webinar on the Website and will have access to all purchased content immediately, including all updates and modifications. If you have any technical problems accessing the content, please contact us for assistance.

### **Advice and Information**

We may, on our Website or in a webinar, deliver to you general information, advice, recommendations or assistance.

Please note that this information and advice is general in nature and is not intended to be or to substitute for professional or medical advice.

You should seek professional and/or medical advice specific to your circumstances where required.

We give the information and advice to you in good faith, believing it's accurate, appropriate and reliable at the time, but we don't give any warranty of accuracy, appropriateness or reliability.

We won't accept any liability or responsibility for any loss suffered because of your or any other person's reliance on such information. Please see our disclaimer, also available on our website, for more information.

### **Australian Consumer Law**

Our services may come with guarantees that cannot be excluded under the Australian Consumer Law (ACL).

Nothing in these terms excludes any right, guarantee or warranty you're entitled to by law, however to the extent permitted by law, we do exclude all conditions, guarantees, terms and warranties which would otherwise be implied into this Agreement.

Wherever possible, our liability for breach of any condition, warranty or guarantee is limited, at our option, to a refund of the purchase price, or the cost of supplying the goods or services again.

To the extent permissible by law, we won't, under any circumstances, be liable for negligence or any consequential loss or damage or other direct or indirect loss or damage.

If you are purchasing from outside of Australia, or if the goods or services we provide to you otherwise fall outside the scope of the ACL, then we exclude all liability to you (including for consequential loss), however arising.

### **Refund Policy and Procedure**

Please note that our refund policy is limited to refunds under the Australian Consumer Law, as referred to above. For refund requests, please contact us at [contact@nucleusly.com](mailto:contact@nucleusly.com).

### **Intellectual Property**

You acknowledge and agree that all intellectual property rights owned by us before and after this agreement (including all trade marks and copyright in and associated with the event and program) will remain our sole property and that nothing in this agreement transfers any ownership in our or any other person's intellectual property rights to you.

Any reproduction of the website or website content (including webinars) is prohibited other than in accordance with these terms. We grant you a worldwide, non-exclusive, royalty-free license to access, copy and store the website and purchased content in your device's cache memory for your own personal and non-commercial use. We do not grant you any other

rights whatsoever in relation to the webinars and information accessible to you through the login details provided to you by us. You are not permitted to copy, share or otherwise distribute any content provided to you by us in any other way. Sharing access details with others and commercial use of our content are expressly forbidden.

### **Warranty**

You warrant that you are a natural person over the age of 18 years old and that you are not a citizen of the EU (please note: at this time, our webinars are not available for purchase by citizens of the EU – we apologise for any inconvenience).

### **Electronic Transmission Risk**

We will communicate with you and deliver our goods to you electronically. You acknowledge and agree there are some delivery risks in using email and that computer viruses and similar damaging items can be transmitted through emails and by introducing data storage devices into a computer system. We undertake to use appropriate electronic and information technology protections and protocols (such as password protection and virus-scanning software) to reduce these risks. You acknowledge that it is not possible to eliminate the risk of introducing viruses altogether, accept the risk of interception of emails by third parties or of non-receipt or delayed receipt of emails and hereby release us from all claims, losses, expenses and liabilities caused by any of the risks referred to above and arising directly or indirectly out of that communication, to the maximum extent permissible by law.

### **Termination**

We may terminate this agreement at any time on notice to you. All disclaimers and limitations of liability will survive termination. On giving such notice, we'll refund any amounts paid by you in respect of undelivered goods or services. If your purchase includes lifetime access to a webinar, we will give you sufficient opportunity to download or otherwise store the webinar (otherwise than on our servers) prior to removing your access to the content.

We may also terminate this agreement for cause, such as material breach of a term, in which case we may terminate immediately on notice, refunds will not be given (unless required by law) and access will be withdrawn immediately.

If this agreement is terminated, all rights and obligations accrued up to the date of termination are not affected and any clause which by its nature is intended to survive termination, will survive termination.

### **Dispute Resolution**

If a dispute arises between the parties, the party claiming the dispute must not commence any court or arbitration proceedings (except where they seek urgent interlocutory relief), unless they have first complied with this clause:

The party must inform the other party in writing of the nature of the dispute, the outcome they desire to resolve the dispute, and the action they believe will settle the dispute.

On receipt of the notice by the other party, both parties will make every effort to resolve the dispute by mutual negotiation within 14 Business Days.

If the parties are unable to resolve the dispute in that time, the parties must agree on selection of a mediator (if the parties are unable to agree, they agree to request that the President of the Law Society of Victoria appoint a mediator) and will be equally liable for the fees and reasonable expenses of the mediator and the cost of the venue of the mediation (to be paid in advance). The parties must each pay their own costs associated with the mediation, which must be held in Melbourne, Victoria, Australia.

This clause survives termination of this Agreement.

### **Entire Agreement**

This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this Agreement.

### **Amendment**

An amendment or variation to this Agreement is not effective unless it is in writing and signed by both parties.

### **Waiver**

Any waiver by any party to a breach of this Agreement will not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

### **Assignment**

We may assign, transfer, change, encumber or otherwise deal with any of our rights or obligations under this Agreement on giving written notice to you. You may not assign, transfer, charge, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

### **Events Beyond Control**

We will not be liable to you for any loss caused by any failure to observe the terms and conditions of this Agreement, where such failure is occasioned by causes beyond our reasonable control including, but not limited to, by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities, major injury or illness of key personnel or electronic or internet failures. If you are unable to access online content due to an electronic or internet error or issue on our end, please contact us for

assistance and we will endeavour to overcome the issue and restore access as soon as possible. We will not be liable to you for delays or intermittent periods of inability to access the content, unless otherwise required by law.

### **Severance**

If anything in this Agreement is unenforceable, illegal or void, it is severed, and the rest of the Agreement remains in force.

### **Notices**

A notice or other communication to a party must be in writing and delivered personally or posted to their last-known address (when it will be treated as having been received on the second Business Day after posting) or sent by email to their email address (when it will be treated as received when it enters the recipient's information system).

### **Privacy**

We take your privacy seriously and any information provided in establishing this agreement is subject to our Privacy Policy, which is available on our Website.

### **Jurisdiction**

This agreement is governed by the law in force in Victoria. The parties irrevocably agree that the courts of Victoria are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes arising out of or in any way relating to this agreement or its formation or validity ("**Proceedings**") and for the purpose of enforcement of any judgment against property or assets, however nothing in this clause will (or will be construed so as to) limit our right to commence Proceedings against you in the courts of any country in which you have assets or in any other court of competent jurisdiction, nor will the commencement of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

### **Acceptance**

You can accept these terms by:

- a) informing us in writing or verbally that you accept the terms; and/or
- b) instructing us to provide goods or services after you have received a copy of these terms (for example, by proceeding with your order); and/or
- c) making a payment to us after you have received a copy of these terms; and/or
- d) other positive act, such as clicking or checking a box marked "I accept" after having received a copy of these terms.

## Definitions

*Business Day* means a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or public holiday.

*Intellectual Property Rights* means all intellectual property rights of any kind, in any jurisdiction, subsisting now or in the future (including, without limitation, business, company or trade names, domain names, patents, inventions, copyright, design rights, know-how, trade marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and including the rights to apply for or renew the registration of any such rights and any rights the subject of any lapsed application or registration, as well as all digital and electronic rights.

## Interpretation

In the interpretation of this Agreement:

- References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- Grammatical forms of defined words or phrases have corresponding meanings;
- Parties must perform their obligations on the dates and times fixed by reference to Melbourne, Victoria;
- If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next Business Day;
- References to a party are intended to bind their executors, administrators and permitted transferees; and
- Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.