

WEBSITE TERMS & CONDITIONS

Welcome to www.beyond-distinction.com.au (Our Site). Our Site is operated by Bright Sparks Learning & Development Pty Ltd (ABN 29 614 989 632) (we, us, our).

These terms of use (Terms) govern your access and use of Our Site and form a binding contractual agreement between you, the user of Our Site, and us. You warrant to us that you have the capacity to enter into this agreement with us. These Terms are important and you should ensure that you read them carefully before you access and use Our Site. These Terms should be also read in conjunction with our Privacy Policy which can be found at Our Site.

By using Our Site, you acknowledge and agree that you have had sufficient opportunity to read and understand these Terms and you agree to be bound by them. If you do not agree to the Terms, please refrain from accessing or using Our Site.

We may revise these Terms from time to time and any revisions will apply from the date they are made. We will display a notice on this website indicating when such revisions have been made. When you use this website after the revision is posted you will be deemed to accept these Terms as amended. Before you continue, we recommend you keep a copy of these Terms for your records.

1. Accessing and Using Our Site

1.1. You may access and use Our Site in accordance with these Terms.

1.2. You acknowledge and agree that:

(a) We have created Our Site for your enjoyment and convenience and the information contained on Our Site is not necessarily up-to-date, complete or accurate;

(b) Our Site is for your personal use only and may not be used for any commercial purpose;

(c) At all times, your conduct on Our Site will be respectful of us and other people. You are not permitted to access or use Our Site:

i. to do anything which breaches any laws or regulations, the rights of third parties or obligations of privacy or confidence;

ii. to send spam or unsolicited messages to anyone;

- iii. to tamper with Our Site including, without limitation, transmitting any virus, bug or disabling feature to or through Our Site; and/or
 - iv. in a manner we consider inappropriate.
- (d) Our Site may contain links to other websites. We do not endorse, sponsor or approve any such content available on any linked website;
- (e) Whilst we encourage you to link to our Site, you may not use any of our logos or trade marks without our prior written approval. You must immediately cease linking to Our Site if we notify you that we object to the manner in which you link to Our Site; and
- (f) We may alter, amend, suspend or cease the operation of Our Site at any time.

2. Marketing subscription

2.1 Our Site provides the option for you to subscribe to receive marketing information, including newsletters, by email. If you would like to unsubscribe from this service at any time, please email us at info@beyond-distinction.com.au.

3. Social Media

3.1 We use a number of social media platforms including Facebook, YouTube, LinkedIn, Twitter, Instagram to raise awareness of us and our activities.

3.2 If you choose to interact with us via a social media platform:

- (a) the same rules relating to Accessing and Using Our Site (as provided above) apply to accessing and using a social media platform to interact with us;
- (b) you should review and accept the terms of use and associated policies of the operator of the nominated social media platform prior to interacting with us via the nominated social media platform;
- (c) you understand and acknowledge that whatever you post on social media platforms may be visible to persons other us and may not necessarily represent our views. Whilst we monitor and comments and posts on a regular basis, it may be that a comment or post that does not meet these Terms (for example, it may be potentially offensive) and may be made available before we are in a position to remove the comment or post. To this end, we cannot be held responsible or liable for such comments or posts.

4. Security and Third Party Links

4.1 Given the internet by its nature is insecure, we cannot provide assurance over adequate protection or security of Our Site and do not warrant that access to Our Site will be interrupted or

error free, that defects will be corrected or that Our Site or the server that makes it available are free of viruses or bugs. We strongly recommend you install and use anti-virus, anti-spyware and firewall software on your computer.

4.2 Our Site may contain links to third party owned and/or operated websites. These links are provided for your reference and convenience. We do not make any representations or warranties in relation to your access and use of these websites. We encourage you to read their website terms of use (which may be substantially different to ours) prior to using their websites. We do not have any control or rights over these websites.

5. Privacy and Confidentiality

5.1 At all times, we respect your privacy and are committed to protecting your personal information. Our privacy policy explains how we manage personal information including how we collect, use, disclose and store personal information.

5.2 Given the internet by its nature is insecure, we do not recommend you post or publish any information that is considered confidential.

6. Intellectual Property Rights

6.1 You acknowledge and agree that, as between you and us, we own (or licence from third parties) all intellectual property rights in Our Site and in the material made available on Our Site.

6.2 We grant you a limited, non-exclusive, non-transferable licence to access and use the information available on this website solely for your personal use and non-commercial purpose.

6.3 Nothing in these Terms constitutes a transfer or grant to you of any of the intellectual property rights referred to in clause 6.1 above.

7. Liability and Warranties

7.1 To the maximum extent permitted by law, we exclude all liability for any direct or indirect loss, damage or expense of any kind (however caused, including by negligence) which may be suffered by you in connection to your use of, or access to, Our Site or the material made available on Our Site.

7.2 To the maximum extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms, about Our Site or the material made available on Our Site. Where any law implies a warranty into these Terms which may not be lawfully excluded, then to the maximum extent permitted by law, our liability for breach of the warranty will at our option be limited to the supply of any service again or the payment of cost of having the service supplied again.

8. General

8.1 We reserve the right to suspend or terminate your use of, or access to, Our Site. If we do, we will notify you and give you reasons for our action.

8.2 If any part of these Terms is invalid or unenforceable for any reason, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.

8.3 Any failure or delay by us to exercise or enforce these Terms does not waive our rights to enforce these Terms.

8.4 This Agreement is governed by the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

Last updated: June 2017