

## **Jena Jaensch t/as Six Degrees of Punctuation**

### **Website Terms and Conditions of Use**

#### **1. About the Website**

- 1.1. Welcome to [www.sixdegreesofpunctuation.com.au](http://www.sixdegreesofpunctuation.com.au) (**Website**). The Website provides you with an opportunity to browse and purchase a group course (**Course**), various self-guided online courses (**Course**), Eproducts (**Eproducts**), that have been listed for sale through the Website (**Products**). The Website additionally offers you the opportunity to browse Six Degrees of Punctuation services. The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**). The Website also provides you with the opportunity to access and download free digital products (**Eproducts**).
- 1.2. The Website is operated by Jena Jaensch t/a Six Degrees of Punctuation (abn: 21319124524). Access to and use of the Website, or any of its associated Products, is provided by Six Degrees of Punctuation. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Products, immediately.
- 1.3. Six Degrees of Punctuation reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Six Degrees of Punctuation updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

#### **2. Acceptance of the Terms**

You accept the Terms by remaining on the Website.

#### **3. Registration to use the Purchase Services**

- 3.1. In order to access the Purchase Services, you may be required to register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including (but not limited to):
  - (a) E-mail Address
  - (b) Password
  - (c) ABN/ACN

- (d) Address
- 3.2. You warrant that any information you give to Six Degrees of Punctuation in the course of completing the registration process will always be accurate, correct and up to date.
- 3.3. Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- 3.4. You may not use the Purchase Services and may not accept the Terms if:
  - (a) you are not of legal age to form a binding contract with Six Degrees of Punctuation; or
  - (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

#### **4. Your obligations as a Member**

- 4.1. As a Member, you agree to comply with the following:
- 4.2. You will use the Purchase Services only for purposes that are permitted by:
  - (a) the Terms;
  - (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
  - (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
  - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Six Degrees of Punctuation of any unauthorised use of your password or email address or any breach of security of which you have become aware;
  - (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Six Degrees of Punctuation providing the Purchase Services;
  - (f) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;

- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by Six Degrees of Punctuation for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

## 5. Purchase of Services and Returns Policy

- 5.1. In using the Purchase Services to purchase the Products through the Website, you will agree to the payment of the purchase price listed on the Website for the Products (**Purchase Price**).
- 5.2. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (**Payment Gateway Providers**).
- 5.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 5.4. Following payment of the Purchase Price being confirmed by Six Degrees of Punctuation, you will be issued with a receipt to confirm that the payment has been received and Six Degrees of Punctuation may record your purchase details for future use.
- 5.5. You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- 5.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*, exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.
- 5.7. In the event that you are making payment under a payment plan, and any payment under the Terms is not made in full on the due date, Six Degrees of Punctuation is entitled to charge you interest at the rate of 5% per annum, calculated daily.
- 5.8. You agree that if you default on any payments due and payable under the Terms, any costs incurred by Six Degrees of Punctuation for steps taken to enforce payment terms will be recoverable and payable by you.

## 6. Delivery of Course and Licence Information

*If you are purchasing a Product that include access to an online educational platform the following clauses will apply.*

- 6.1. Each Course purchase grants to you access to the Course through Kajabi or other platforms used from time to time (**Member Portal**).
- 6.2. When you purchase a Course through the Website, Six Degrees of Punctuation grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific Course and any related software, content, equipment or other materials for your specific, non-commercial use only (**Licence**).
- 6.3. The Licence is valid for the Course term outlined in the Course information page of the relevant Course (**Licence Term**). This means the Course will be viewable via the download link for the Licence Term only. After this time the Course will expire and You will no longer be able to access the Course.
- 6.4. The Courses are intended for use in a single household within the licence Term only. Sharing of Your Licence is prohibited. This includes the sharing of any supplemental Course materials, digital resources, and access to any other aspect of the Course.

## 7. Course Refunds

- 7.1. You must notify Six Degrees of Punctuation of an intention to cancel your involvement in the Course as soon as practicable through e-mail to **hello@sixdegreesofpunctuation.com.au** and abide by the following (**Cancellation Policy**).
- 7.2. The Course is non-refundable. This means that if you wish to terminate the Course, early, all unpaid amounts of the Fees are non-refundable.
- 7.3. For the sake of clarity, if you have chosen to pay through a payment plan and you wish to terminate the Course early, Six Degrees of Punctuation reserves the right to immediately collect all outstanding amounts of the Fees without notice by charging your method of payment, and your access to the Course will be revoked.

## 8. Group Course

- 8.1. As a participant in a group Course (Participant), you expressly agree that you will not, through any means:
  - (a) harm, harass, hassle or abuse other Participants; or
  - (b) send un-welcomed communication such as spam to other Participants; or

(c) act in an unlawful, abusive, defamatory, discriminatory or otherwise objectionable manner; or

(d) infringe the intellectual property or privacy rights of any Participant or any third-party.

8.2. Six Degrees of Punctuation, at its discretion, reserves the right to remove, edit or alter any content created by you or on the Facebook Group or any other platform utilised in the delivery of the Products.

8.3. Six Degrees of Punctuation retains the right to deny you access to the Products at any time for breach of this Agreement.

## **9. Delivery – Eproducts**

9.1. Eproducts are delivered as links to download sent via email following purchase. Should you not receive the email within 30 minutes of purchase please first check your spam folder and then contact **hello@sixdegreesofpunctuation.com.au**

9.2. Six Degrees of Punctuation will endeavour to respond to you as a priority and will not be liable for any issues concerning your e-mail account and inability to receive the Eproduct

## **10. Refunds and Returns**

10.1. Six Degrees of Punctuation does not provide refunds for Eproducts. Please keep this in mind when making a purchase.

## **11. Warranty**

11.1. Six Degrees of Punctuation will use its best efforts and take all reasonable steps to help you achieve the desired results. However, Six Degrees of Punctuation makes no warranty that the Products will meet your requirements or that all clients will achieve the same results.

11.2. The Products comes with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Products, you are entitled to cancel your contract with Six Degrees of Punctuation, and are entitled to a refund for the unused portion, or to compensation for its reduced value. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

## **12. Disclaimer**

12.1. You are solely responsible for creating and implementing Your own business, financial, marketing, mental decisions, choices, actions and results arising out of or resulting from the Products and Your group sessions and interactions with Six Degrees of Punctuation. As such, You agree that Six Degrees of Punctuation is not and will not be liable or responsible for any

actions or inaction, including effects on Your business, personal life or career, or for any direct or indirect result of any Products provided by Six Degrees of Punctuation.

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- 12.3. You understand that the Products, and any information You receive through Your involvement in the Products, or through any materials and documents provided to You are not a substitute for psychological, legal, business or financial advice. Six Degrees of Punctuation recommends You seek independent accounting, legal or financial advice before relying on any information, tools, case examples, or guidance provided through the Products. Six Degrees of Punctuation will not be liable in any way for Your use of, or reliance upon, the information or advice provided to You.

### **13. Information Disclaimer**

- 13.1. Any information, advice, content or documentation provided on the Website, through the Products, Eproducts, Member Portal, blog, and through the Course or accompanying Course materials, social media accounts, or on any other related platform do not constitute professional, financial, business or other advice, and are provided for general information and guidance purposes only.
- 13.2. All care is taken in the preparation of the information and published materials on the Website, through the Products, Eproducts, Member Portal, blog, and through the Course or accompanying Course materials social media accounts, podcast, or on any other related platform. Six Degrees of Punctuation does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 13.3. To the extent permissible by law, Six Degrees of Punctuation will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs that might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website, through the Products, Eproducts, Member Portal, blog, and through the Course or accompanying Course materials, social media accounts or on any other related platform.

## 14. Copyright and Intellectual Property

- 14.1. The Website, the Products and all of the related products of Six Degrees of Punctuation are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Products and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Products are owned or controlled for these purposes, and are reserved by Six Degrees of Punctuation or its contributors.
- 14.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Six Degrees of Punctuation, which grants to you a worldwide, non-exclusive, royalty-free, revocable license to:
  - (a) use the Website pursuant to the Terms;
  - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
  - (c) print pages from the Website for your own personal and non-commercial use.
- 14.3. Six Degrees of Punctuation does not grant you any other rights whatsoever in relation to the Website or the Products. All other rights are expressly reserved by Six Degrees of Punctuation.
- 14.4. Six Degrees of Punctuation retains all rights, title and interest in and to the Website and all related Products. Nothing you do on or in relation to the Website will transfer any:
  - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
  - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
  - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 14.5. You may not, without the prior written permission of Six Degrees of Punctuation and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Products or third party Products for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

## 15. Privacy

Six Degrees of Punctuation takes your privacy seriously and any information provided through your use of the Website and/or Products are subject to Six Degrees of Punctuation's Privacy Policy, which is available on the Website.

## 16. General Disclaimer

- 16.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 16.2. Subject to this clause, and to the extent permitted by law:
  - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
  - (b) Six Degrees of Punctuation will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Products or these Terms (including as a result of not being able to use the Products or the late supply of the Products), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 16.3. Use of the Website and the Products is at your own risk. Everything on the Website and the Products is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Six Degrees of Punctuation make any express or implied representation or warranty about the Products or any products or Products (including the products or Products of Six Degrees of Punctuation) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
  - (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
  - (b) the accuracy, suitability or currency of any information on the Website, the Products, or any of its Products related products (including third party material and advertisements on the Website);



- (c) costs incurred as a result of you using the Website, the Products or any of the products of Six Degrees of Punctuation; and
- (d) the Products or operation in respect to links which are provided for your convenience.

### **17. Third Party Services**

The Products may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials (**Third-Party Services**). Six Degrees of Punctuation does not control any Third-Party Services. Six Degrees of Punctuation additionally makes no claim or representation regarding the Third-Party Services and accepts no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from the Website, applications, software or any other element of the Services. There is no implied affiliation, endorsement, or adoption by you of these Third-Party Services and Six Degrees of Punctuation will not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal Agreements that apply to these Third-Party Services.

### **18. Limitation of liability**

- 18.1. Six Degrees of Punctuation's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you
- 18.2. You expressly understand and agree that Six Degrees of Punctuation, its affiliates, employees, agents, contributors and licensors will not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This will include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

### **19. Termination of Contract**

- 19.1. The Terms will continue to apply until terminated by either you or by Six Degrees of Punctuation as set out below.
- 19.2. If you want to terminate the Terms, you may do so by:
  - (a) providing Six Degrees of Punctuation with days' notice of your intention to termination, in writing, via the 'Contact Us' link on the homepage.; and
  - (b) closing your accounts for all of the services which you use, where Six Degrees of Punctuation has made this option available to you.
- 19.3. Six Degrees of Punctuation may at any time, terminate the Terms with you if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) Six Degrees of Punctuation is required to do so by law;
- (c) the provision of the Products to you by Six Degrees of Punctuation is, in the opinion of Six Degrees of Punctuation, no longer commercially viable.

19.4. Subject to local applicable laws, Six Degrees of Punctuation reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Products without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Six Degrees of Punctuation's name or reputation or violates the rights of those of another party.

## **20. User Generated Content**

- 20.1. If you choose to contribute any content to the Website or any other platform operated by Six Degrees of Punctuation, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- 20.2. By contributing content to the Website, you grant Six Degrees of Punctuation a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Six Degrees of Punctuation.
- 20.3. Additionally, if you post your Content with any personal information including identifying information such as location or name, you agree Six Degrees of Punctuation can use that information with your Your Content for advertising and promotional purposes, or any other business purpose.
- 20.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to Six Degrees of Punctuation social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to Six Degrees of Punctuation. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.
- 20.5. Please ensure you keep your own copies of Your Content as Six Degrees of Punctuation may not archive, store or back-up Your Content nor continue to make Your Content accessible online.

- 20.6. Six Degrees of Punctuation will endeavour to provide you with an appropriate credit when using Your Content on Six Degrees of Punctuation platforms, though you understand and agree this may not always be possible.
- 20.7. Six Degrees of Punctuation reserves the right to remove Your Content at any time. Your Content must not be malicious, libelous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

## **21. Mailing List Registration**

- 21.1. You may be given the option to register for the Six Degrees of Punctuation Mailing List **(Mailing List)**
- 21.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
- (a) Email address
  - (b) Name
- 21.3. If you choose to register for the Mailing List you agree to receive promotional material, updates and other content from Six Degrees of Punctuation.

## **22. Indemnity**

- 22.1. You agree to indemnify Six Degrees of Punctuation, its affiliates, employees, agents, contributors, third party content providers and licensors from and against.
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
  - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
  - (c) any breach of the Terms.

## **23. Venue and Jurisdiction**

The Products offered by Six Degrees of Punctuation are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute will be in the courts of South Australia, Australia.

**24. Governing Law**

The Terms are governed by the laws of South Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of South Australia, Australia.

**25. Independent Legal Advice**

Both parties acknowledge and agree that the provisions of the Terms are fair and reasonable and both parties have had the opportunity to obtain independent legal advice.

**26. Severance**

If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part will be severed and the rest of the Terms will remain in force.