



TERMS & CONDITIONS

VICKI YIANNI AS TRUSTEE FOR VICKLAN FAMILY TRUST TRADING AS ENTHOUS MEDIA (ABN 36 601 961 676)

TERMS AND CONDITIONS

1. APPLICABILITY AND ACCEPTANCE OF THESE TERMS & CONDITIONS

- a) These Terms and Conditions apply to each order that Vicki Yianni as trustee for Vicklan Family Trust trading as Enthous Media (ABN 36 601 961 676) (we) accepts from a customer (you) for the supply of products or services.
- b) Your acceptance of products and services (including any subscription) from us and/or your use of our websites is deemed acceptance of these terms and conditions (Terms and Conditions).
- c) If you are a company, the Booking/Order Form must be signed by two directors or by the sole director/secretary as applicable.
- d) We may make changes to these Terms and Conditions from time to time to accommodate changes in law, business practice or the introduction of new products or services. If we do, we will notify you in writing (which may be via electronic communication) at least 30 days before those changes take effect. Your acceptance of further products and services and/or agreement to participate in the HUB and/or further payments and/or your use of our websites after the date we notify you of a change is deemed acceptance of those changes. If you do not want to accept the changes, you are entitled to terminate any ongoing subscription affected by notice to us before the changes take effect. Your cancellation will be effective at the end of your payment period.
- e) We may assign our rights under these Terms and Conditions to any change in entity of the legal owner of Enthous Media (ABN 36 601 961 676).

2. FEES AND PAYMENT

All payments of our fees are required upfront at the time of booking/order/renewal.

3. RISK AND TITLE

Your entitlement in relation to any products or services is limited to a licence only for the engagement/subscription period. Ownership is reserved to us.

4. THE HUB LISTINGS

- a) You consent to information being shared within the HUB by agreeing verbally over the phone or in person or by completing the information on the online form.
- b) Listing information must be provided by a key decision maker within your business or a representative of them.
- c) We do not take responsibility for any errors or inaccuracies in the information.
- d) If there are errors in the information, it is your responsibility to advise us and request that the errors or inaccuracies are corrected.
- e) We do not take responsibility for any consequences of the listing information being made available.
- f) The listing will be available until you request that we remove it.
- g) The listing will remain unchanged unless you choose to edit it.
- h) You acknowledge that we are entitled to publish your listing or listing details anywhere in the world via any medium.

5. THE HUB SUBSCRIPTIONS

- a) Subscriptions are only to be used for the following:
 - i. relevant industry contact; and
 - ii. your specific business purposes.
- b) You are not permitted to share information with third parties nor sell information to third parties.
- c) When your order for a subscription product or service is accepted, we will:
 - i. supply that product or service to you for an initial subscription period of 12 months (initial period); and
 - ii. continue to supply that product or service to you after the initial period has expired at our sole discretion.
- d) You may terminate or suspend your subscription at any time by 30 days written notice to us. If you choose to terminate your subscription, you are not entitled to any refund of fees paid.
- e) You must not under any circumstances share the spreadsheet or the contents of the spreadsheet with third parties.

6. BROADCASTING

- a) We rely on you providing appropriate material for the broadcast. If you do not provide appropriate material for the broadcast within 12 months of the order, the service may be cancelled by us at our sole discretion and any money paid will be retained by us and you will not be entitled to a refund.
- b) You must accept full responsibility for the content of all broadcasts. By submitting, authorising or approving broadcasting material for publication, you indemnify us, our successors and assigns against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the broadcasting material.
- c) Whilst every effort will be made to avoid errors, we will not be liable for errors, omissions or inaccuracies in the broadcast(s).
- d) We will email to you a proof of the broadcast for your review and approval prior to finalisation. It is your responsibility to advise us of any corrections required.
- e) Specific time scheduling for the release of the broadcast shall be at our discretion unless otherwise expressly agreed in writing.
- f) We provide no guarantee as to the exact day and time of the broadcast.
- g) Once the broadcast has been released, we may:
 - i. use it as we wish;
 - ii. showcase it to whomever we wish; and
 - iii. showcase it wherever we wish.
- h) We reserve the right to amend or withdraw your broadcast at any time, without giving reasons. In the event that your broadcast is withdrawn a refund of the total amount paid for the relevant broadcast will be provided to you by us.
- i) You acknowledge that we are entitled to publish your broadcast anywhere in the world via any medium.
- j) You acknowledge that when we send broadcasts, the opinions stated in the email are the opinions of the third parties not ours.
- k) All broadcasting is provided without warranties of any kind, both express and implied.
- l) In no event will we be liable for any form of loss, damage, liability or expense in excess of the total dollar amount actually received by us for the relevant broadcast(s).

7. SALES KITS

- a) The course is only available online and within 12 months of purchase.

TERMS & CONDITIONS

- b) All information in the sales kits is copywrited and must not be copied or reproduced.
 - c) You must not under any circumstances share the spreadsheet or the contents of the spreadsheet with third parties.
 - d) Vouchers must be used within 12 months of issue after which time they will be void.
 - e) Design and/or copywriting services are only available within 12 months of purchase after which time they will be void.
 - f) No refunds will be provided for any products or services in the sales kit that you do not utilise.
 - g) The sales kits include membership to email newsletters. Your purchase of a sales kit grants us permission to send you email newsletters.
8. ONLINE COURSES
- a) Course content is only available for 12 months from purchase.
 - b) Workbooks and Worksheet PDFs may be downloaded from the course website.
 - c) Video and audio files are only accessible on the course website and cannot be downloaded.
 - d) Whilst every effort will be made to impart relevant knowledge and experience in sales and marketing, you must accept full responsibility for your sales, marketing and marketing outcomes.
 - e) We make no claims about the accuracy, applicability, fitness or completeness of any services provided, and accept no responsibility for content shared as part of the online course, nor for outcomes of the online course, including but not limited to sales and marketing results, and we make no guarantees or warranties in this regard.
 - f) All information shared as part of the course program is provided on the understanding that you exercise your own skill and care, and that you undertake careful evaluation of the relevance of the information provided according to your individual circumstances.
9. DESIGN AND COPYWRITING SERVICES
- a) You are responsible for all material. We may make suggestions or create content or imagery but this does not constitute advice. You must review your material and decide on the material that is appropriate to use.
 - b) We assume that you have permission to use images or content and we will not take any responsibility in this regard.
 - c) If a service is booked and no material is provided to us within 12 months of the order, the service will be considered by us to be completed.
 - d) The original fee includes only the specified number of revisions for each product. Any additional revisions shall incur additional fees.
 - e) You are responsible for product claims, even if we have created the content (copywriting/design).
 - f) We do not take any responsibility for storing images or content.
 - g) We do not take any responsibility for third parties using or sharing your images or content in third party locations.
10. COACHING
- a) If you book a session and you do not confirm a time and date for the session to take place within 12 months of the booking, the session will be considered by us to be completed.
 - b) Whilst every effort will be made to impart relevant knowledge and experience in sales and marketing, you must accept full responsibility for your sales and marketing as well as sales and marketing outcomes.
 - c) We make no claims about the accuracy, applicability, fitness or completeness of any services provided, and accept no responsibility for content shared as part of the coaching program, nor for outcomes of the program, including but not limited to sales and marketing results, and we make no guarantees or warranties in this regard.
 - d) We make no guarantees regarding the information shared during coaching and take no responsibility for any consequences of your sharing of information.
 - e) All information shared as part of the coaching program is provided on the understanding that you exercise your own skill and care and that you undertake careful evaluation of the relevance of the information provided according to your individual circumstances. It should not be considered as advice.
11. PODCASTS
- a) Information provided by us needs to be reviewed by the listener against their own business needs and should not be considered advice.
 - b) The interviewee is entirely responsible for the consequences of your podcast interview(s).
 - c) Once the podcast has been recorded, we may:
 - i. use it as we wish;
 - ii. showcase it to whomever we wish; and
 - iii. showcase it wherever we wish.
 - d) The interviewee will not receive any payment for taking part in a podcast.
 - e) We may choose to reward interviewees with marketing opportunities.
12. WEBSITES
- a) We have created and operate a series of websites which must be used by you only in accordance with these Terms and Conditions.
 - b) You are permitted to print or copy for your business use any portion of the content on the websites that you are authorised to access.
 - c) You are not permitted to copy, reproduce, alter, modify, distribute, sell, publish or otherwise use the content on the websites for any other purpose without written permission from us.
 - d) You agree not to use the websites or the content on the websites in any manner that competes with us.
 - e) All the information, content, services and software displayed on the websites is owned by us or our third-party content providers.
13. USE OF THE SERVICES
- a) Certain software you use may not be capable of supporting the services and the performance of the services will vary with the hardware on which it is used. You must check that your network is capable of supporting the services before completing your order. We make no guarantees or warranties in this regard.
 - b) Whilst we will use our best endeavours to minimise disruption to the service, unscheduled outages may occur from time to time. We cannot guarantee the integrity of our services in the event of outages.
14. USE OF INFORMATION
- a) Your collection, storage and use of information should be in accordance with applicable legislation, regulations, guidelines and policies, such as the Do Not Call Register, spam policies, privacy regulations, etc.
 - b) We do not accept responsibility for whether or not the use of information complies with applicable legislation, regulations, guidelines and policies.

TERMS & CONDITIONS

- c) We operate in accordance with our Privacy Policy which can be found at www.food-source.com.au

15. RESULTS

- a) We provide no guarantee on results from the use any of our products or services.
 b) We do not take any responsibility for your expectations about what positive results you may receive as a direct or indirect consequence of using our products or services.

16. SUSPENSION OR MODIFICATION OF THE PRODUCTS OR SERVICES

- a) We may discontinue, cancel, suspend or revise any or all aspects of the products or services at our sole discretion and without prior notice to take account of (for example but without limitation) changes in law or circumstance relating to the service.
 b) We may suspend or cancel your access to the products or services, in whole or in part, until further notice, with immediate effect:
 - i. for any reason we determine in our sole discretion;
 - ii. to periodically maintain or improve the service and related systems;
 - iii. to comply with any order, instruction or request of any government, any emergency services organisation, or other competent judicial, administrative or regulatory authority;
 - iv. if we believe that the service may be used in such a way as may constitute a breach of any provision of these Terms and Conditions;
 - v. if we have reasonable grounds to suspect that there has been unauthorised access to your subscription or that you have committed or may be committing any illegal or fraudulent activity in connection with your subscription;
 - vi. if you breach any part of these Terms and Conditions; or
 - vii. if you fail to pay all or part of any fee by the due date.

- c) We will endeavour, where possible to provide you with reasonable notice of such suspension or cancellation.

17. UNANTICIPATED EVENTS

We will not be liable for any failure to perform any obligation under these Terms and Conditions due to causes beyond our respective reasonable control, including government ordered lockdown, imposed restrictions, travel ban or mandatory vaccination requirements due to COVID-19.

18. COSTS

If you default in performing your obligations under these Terms and Conditions and we incur expenses in enforcing our rights under these Terms and Conditions (for example and without limitation, expenses incurred by us in recovering any moneys owed by you to us), you must pay to us any reasonable costs on demand (including all legal costs on a full indemnity basis).

19. TERMINATION FOR BREACH

Without prejudice to any other right at law or under these Terms and Conditions, either party may terminate these Terms and Conditions by giving written notice, if the other party has failed to remedy a material breach of any term of these Terms and Conditions within 21 days of being given written notice of the breach (the notice to include details of the relevant breach). Where you have breached a material term we may elect, in the alternative, to cease supply of products or services to you until we are reasonably satisfied that you have remedied the breach.

20. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

- a) All products and services ordered by you are provided without warranties of any kind, either express or implied.
 b) We do not warrant that our products and services will be complete or free from all errors.
 c) We do not warrant that information will continue to be available to us to enable us to keep those products and services up-to-date.
 d) All representations are expressly excluded and you have not relied on any representations in ordering products and services from us.
 e) Under no circumstances (including but not limited to any act or omission on our part) will we be liable for any loss or damages (including, without limitation, indirect, incidental, special or consequential or punitive damages and damages for loss of profits) whatsoever which results from any use, or any inability to use, our products or services.
 f) You agree to release, waive, acquit and forever discharge us from every claim, suit, action, demand or right to compensation for damages you may claim to have or that you may have out of acts of omissions by you or by us as a result of our products and services.

21. RELEVANT LEGISLATION

It is your responsibility to ensure that any material you provide to us verbally, in the HUB, or otherwise, complies with any and all relevant legislation, including the *Therapeutic Goods Advertising Code 2015*, *Australian Therapeutic Goods Act 1989* and the *Competition and Consumer Act 2010* and amendments or replacement legislation. Please see the following link to the Federal Register of Legislation containing downloads of these various documents for your reference: <https://www.legislation.gov.au/>

22. GOVERNING LAW

These Terms and Conditions will be governed by and construed according to the law of Queensland and the parties agree to submit to the jurisdiction of the courts and tribunals of or exercising jurisdiction in that State.

23. ELECTRONIC COMMUNICATION

- a) We may make available or send documents and information to you by means of an electronic communication. You acknowledge that we are not liable in respect of:
 - i. any error, omission or loss of confidentiality arising from an electronic communication;
 - ii. any unauthorised copying, recording or interference with a document;
 - iii. any delay or non-delivery of a document; or
 - iv. any damage caused to your system or files by such electronic transmission (including by any computer virus).

24. FUNDS TRANSFER

- a) Cyber criminals can hack into communications. You must not act on any communication (from us, or anyone else) that requires you to send, deposit, pay or transfer funds - until you:
 - i. check the phone number of the apparent sender of the communication – use a source other than the communication that asks for money;
 - ii. contact the apparent sender (including us) of that communication by using that phone number;
 - iii. read out and read back the account and BSB numbers (or other specific payment details where applicable, e.g. if not a bank account) contained in the communication; and
 - iv. confirm any instructions.
- b) We require you to provide us with a copy of any funds transfer or deposit confirmation to us as soon as possible after a funds transfer or deposit is made.