

WEBSITE and SERVICES TERMS AND CONDITIONS OF USE

1. About the Website and Services

- (a) Welcome to www.sportsmindsetbootcamp.com. The Website allows you to view and purchase various self-guided online courses ("Services"), that are developed for children and teenagers aged 10 – 18 years ("Minor") for purchase by their parent or legal guardian ("Member").
- (b) The Website is operated by Sharp Mindset Fitness (ABN 98 243 817 193). Access to and use of the Website, or any of its associated Products or Services, is provided by Sharp Mindset Fitness. 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 Services, immediately.
- (c) The Services are coaching services only and not medical services or advice.
- (d) Sharp Mindset Fitness reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Sharp Mindset Fitness 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 and upon purchasing Services. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Sharp Mindset Fitness in the user interface.

3. Consent for Minors

If you are under 18 years of age, you must obtain the express written consent of your parent or legal guardian before accessing or using the Website or Service, including registering for or participating in any online courses.

- (a) **Electronic Consent Required:** Parents or legal guardians must provide their consent electronically by signing or accepting these Terms during the registration process for any online course on behalf of the minor. This electronic signature constitutes legally binding consent under applicable electronic transactions legislation.

(b) **By providing electronic consent and allowing a minor to use the Website or Services, the parent or legal guardian:**

- (i) confirms that they are the parent or legal guardian of the minor;
- (ii) agrees to be bound by these Terms on behalf of the minor;
- (iii) accepts full responsibility and liability for the minor's use of the Website and Services;
- (iv) acknowledges that they have read and understood the Health and Fitness Disclaimer and Information Disclaimer contained in these Terms; and
- (v) agrees to supervise the minor's participation in the online courses and use of the Services.

4. Your obligations as a Member

(a) As a Member, you agree to comply with the following:

- (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and
 - (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

5. Online Course Registration and Access

(a) **Registration Process:** To register for an online course, you select your desired course, and complete the registration process by providing accurate and complete information as required. Once you have completed the registration process, you will be a registered member of the Service and agree to be bound by the Terms.

(b) **Access:** Upon successful payment of the applicable course fees, you will be granted access to the purchased course. Access to course materials will be provided through your Member account and password, and is subject to these Terms.

(c) **Password Protection:** You have the sole responsibility for protecting the confidentiality of your Member account password.

(d) **Use of Member account:** any use of your registration information by any other person, or third parties, with the exception of your immediate family, is strictly prohibited. You agree to immediately notify Sharp Mindset Fitness of any unauthorised use of your password or email address or any breach of security of which you have become aware.

6. Licence to Use Online Course

(a) **Grant of Licence:** Subject to your compliance with these Terms and payment of applicable fees, Sharp Mindset Fitness grants you a limited, non-exclusive, non-transferable, revocable licence to access and use the Course Content solely for your personal, non-commercial use.

- (b) **Scope of Licence:** The licence granted under this clause permits you to:
 - (i) access and view the Course Content;
 - (ii) allow a minor under your care to access and use the Course Content.
- (c) **Duration of Licence:** The licence granted under this clause will remain in effect:
 - (i) for one-time purchase courses, for the period specified at the time of purchase or, if no period is specified, for as long as the course remains available on the Website;
 - (ii) for subscription-based courses, for the duration of your active subscription; or
 - (iii) until terminated in accordance with clause 6 (e) of this section.
- (d) **Non-Transferable:** The licence granted under this clause is personal to you and may not be transferred, assigned, sublicensed, or shared with any other person or entity. Any attempt to transfer or assign the licence will be void and may result in immediate termination of your access to the courses.
- (e) **Termination of Licence:** The licence granted under this clause will automatically terminate:
 - (i) if you breach any provision of these Terms;
 - (ii) if your membership or account is terminated or suspended;
 - (iii) if you fail to make any required payment; or
 - (iv) if Sharp Mindset Fitness discontinues the course or the Services.

7. Payment

- (a) All payments made in the course of your use of the Services are made using payment processing providers. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the terms and conditions of the payment processing providers which are available on their websites.
- (b) You acknowledge and agree that where a request for the payment of the Services 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 Services.
- (c) All prices are displayed in United States Dollars (USD) unless otherwise stated. The price payable for each course will be the price displayed on the Website at the time of your registration. Prices include tax where applicable.

8. Refund Policy

- (a) **14 Day Satisfaction Guarantee:** If you are not satisfied with your course purchase for any reason, you may request a full refund within 14 days from the date of purchase. To request a refund under this guarantee:
 - (i) send an email to Sharp Mindset Fitness: hello@sportsmindsetbootcamp.com;
 - (ii) include your name, order number, and the course name in your refund request; and

- (iii) Sharp Mindset Fitness will process your refund within 14 business days of receiving your request.
- (b) **Other Refunds:** Outside of the 14 day satisfaction guarantee period, course fees are non-refundable except where Sharp Mindset Fitness is unable to continue to provide the Services.
- (c) **Australian Consumer Law:** Any benefits set out in this Refund Policy apply in addition to your rights under the Australian Consumer Law and do not limit or exclude any guarantees, warranties, or remedies you may have under that law.

9. Intellectual Property and Copyright

- (a) **The Website and Services:** The Website, the Services and all of the related products of Sharp Mindset Fitness 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 Services 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 Services are owned or controlled for these purposes, and are reserved by Sharp Mindset Fitness or its contributors.
- (b) **Intellectual Property in Course Content:** All course materials, including but not limited to videos, audio recordings, written materials, worksheets, graphics, and other content ("Course Content"), are the intellectual property of Sharp Mindset Fitness and are protected by copyright and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable licence to access and use the Course Content solely for your personal, non-commercial use.
- (c) **Prohibited Uses of Course Content:** You must not:
 - (i) copy, reproduce, distribute, republish, download, display, post, or transmit any Course Content in any form or by any means;
 - (ii) modify, adapt, translate, reverse engineer, decompile, or disassemble any Course Content;
 - (iii) remove any copyright, trade mark, or other proprietary notices from the Course Content;
 - (iv) use the Course Content for any commercial purpose or for any public display, performance, sale, or rental;
 - (v) record, screenshot, or create derivative works from the Course Content without the express written permission of Sharp Mindset Fitness.
- (d) **Breach of Intellectual Property Rights:** Any unauthorised use of the Course Content may result in immediate termination of your access to the courses and the Services, and may subject you to legal action for breach of intellectual property rights.

10. Warranty and Consumer Guarantees

- (a) Sharp Mindset Fitness will use its best efforts to provide the Services, including access to online courses and Course Content, with reasonable care and skill in accordance with these Terms. While Sharp Mindset Fitness will use best efforts to provide quality coaching services, you acknowledge and agree that Sharp Mindset Fitness does not guarantee any specific results, outcomes, or improvements from your use of the Services or participation in any courses.
- (b) You may have certain rights under the Australian Consumer Law including guarantees that:
 - (i) Services will be performed with due care and skill;
 - (ii) Services are fit for any specified purpose and desired result;
 - (iii) Services will be performed within a reasonable time.Our Services also come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract with us; and to a refund for the unused portion, or to compensation for its reduced value. A major failure with the Services 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.

11. Privacy

Sharp Mindset Fitness takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Sharp Mindset Fitness's Privacy Policy, which is available on the Website.

12. Disclaimer

- (a) Coaches at Sharp Mindset Fitness are not medical practitioners, counsellors, or psychologists and do not provide medical advice, counselling, or psychological advice. The Services provided are coaching services for general informational and educational purposes only. Any content provided through the Website and Course are coaching services and do not constitute medical advice, counselling, psychological advice, diagnosis, or treatment.
- (b) You acknowledge and agree that you should consult with a qualified healthcare professional if you have any mental health or other related health concerns regarding the minor.
- (c) To the maximum extent permitted by law, Sharp Mindset Fitness disclaims all liability for any injury, illness, loss, or damage that may arise from or in connection with Member or Minor participation in or use of the coaching Services, whether such injury, illness, loss, or damage results from negligence or otherwise.

13. Information Disclaimer

- (a) **Accuracy and Completeness:** While Sharp Mindset Fitness endeavours to ensure that the information provided on the Website and in the courses is accurate and complete, we make no

representations or warranties of any kind, express or implied, about the accuracy, reliability, completeness, or timeliness of any information, content, or materials provided.

- (b) **Third-Party Information:** The Website and courses may contain links to third-party websites, resources, or information that are not owned or controlled by Sharp Mindset Fitness. We do not endorse or assume any responsibility for any third-party content, websites, information, materials, products, or services. You acknowledge and agree that Sharp Mindset Fitness is not responsible or liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content or information.
- (c) **Changes Without Notice:** Sharp Mindset Fitness reserves the right to modify, update, or remove any information, content, or materials on the Website or in Courses at any time.

14. General Disclaimer

- (a) 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.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Sharp Mindset Fitness 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 Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services 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 Sharp Mindset Fitness make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Sharp Mindset Fitness) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) 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;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Sharp Mindset Fitness; and

- (iv) the Services or operation in respect to links which are provided for your convenience.

15. Limitation of liability

- (a) Sharp Mindset Fitness'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.
- (b) You expressly understand and agree that Sharp Mindset Fitness, its affiliates, employees, agents, contributors and licensors shall 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 shall 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.

16. Indemnity

You agree to indemnify Sharp Mindset Fitness, 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.

17. Venue and Jurisdiction

In the event of any dispute arising out of or in relation to the Website and Services, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

18. Governing Law

The Terms are governed by the laws of Victoria, and the Commonwealth of Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

19. Severance

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