

Cybecom Pty Ltd t/as The Lime Zone

STANDARD TERMS & CONDITIONS

INTRODUCTION

These Standard Terms and Conditions, together with our privacy policy, any additional terms, conditions, notices, policies, procedures and notices displayed elsewhere or published by us from time to time (**Conditions**) govern your use of this website, the supply of Services ordered by you, and our dealings with you generally.

GENERAL TERMS & CONDITIONS OF SUPPLY

1 SCOPE OF TERMS

- (a) You agree to be bound by these Conditions.
- (b) The Conditions are incorporated and form part of each Order placed with us by you via this website and generally.
- (c) We may vary all or part of the Conditions at any time. If we do, the new Conditions will be posted.
- (d) Your subsequent or continued use of this website and or use of the Services will constitute your ongoing acceptance of the Conditions and any variation to the Conditions.
- (e) If you object to the Conditions, or any variations to the Conditions, your only remedy is to immediately discontinue your use of the Services.

2 ORDERS

- (a) You must submit an Order in accordance with the procedures set out on this website.
- (b) Subject to sub-clauses (c) and (d), upon receipt and our acceptance of an Order, we agree to provide the Services in accordance with the Conditions
- (c) We reserve the right to accept or reject an Order.
- (d) We may cancel an Order at anytime.

3 SERVICES

3.1 Provision of Services

We will endeavour to provide the Services in accordance with best practice.

3.2 Right to vary Services

We reserve the right to vary the Services, in our absolute discretion.

3.3 Excluded Services

- (a) The Services exclude child minding and or babysitting services.
- (b) You must not endeavour to use us, or the Premises for child minding and or babysitting facilities.

3.4 Suitability

- (a) We do not warrant or represent that the Services are fit for purpose and or will be suitable for your (or the user's) specific needs, expectations, desires, requirements or outcomes.
- (b) All users of the Services must be capable of actively participating in activities associated with the provision of the Services.
- (c) We may subsequently reject or cancel an order and or terminate the Services if we deem in our absolute discretion that the Services are not appropriate for you and not in your best interests.

3.5 Termination of Services Generally

We reserve the right to cease or terminate providing you the Services immediately, if you do not strictly comply with these Conditions.

3.6 Consequences of Termination

If we terminate the provision of the Services:

- (a) You must immediately leave the Premises if requested to do so;
- (b) You may be entitled to a refund in accordance with our Refund Policy; and
- (c) You must immediately return all of our property/Equipment in good order.

4 PRICE

4.1 Published Price

- (a) The Price for the Services will be included in the Price List.
- (b) You agree to pay us the Price for the provision of the Services.

4.2 Price changes

- (a) We reserve the right from time to time to vary the Price and or the Price List in our absolute discretion.
- (b) It will be your responsibility to check and make yourself aware of any changes to our Price List.

4.1 Other charges

We reserve the right to charge you for any damage you do to our Premises or the Equipment. We may also charge you for other reasonable costs, fees, or charges incurred by us in connection with processing orders and payments and the provision of the Services.

5 PAYMENTS

5.1 Payment

All payments required to be made from a transaction in connection with our website will be GST inclusive and will be made at the Price. You must pay us the Price for the provision of the Services in accordance with our payment terms published on our website from time to time.

5.2 Payment System and Method

All online payments are processed via the eWay gateway payment system through our third-party booking system – BookingBug or Stripe. For more information on the eWay payment system please go to www.eway.com.au, on the BookingBug booking system please go to www.bookingbug.com or on Stripe please go to www.stripe.com.

5.3 GST

- (a) The Price includes GST.

- (b) The recovery of any amount in respect of GST by us from you is subject to us issuing to you a tax invoice enabling you to claim any applicable input tax in respect of the Products..
- (c) If there is any GST required to be levied or imposed on or in respect to any supply of the Services made under or in connection with this Agreement for which the consideration is a monetary payment, then the consideration provided for that supply is increased by the amount of (AxB), where A is the percentage rate at which that GST is levied or imposed and B is the monetary consideration.

6 EQUIPMENT

6.1 Our Equipment

We may lend you our Equipment in connection with the provision of the Services, in accordance with our Equipment Loan Policy.

We retain all rights, title and ownership in the Equipment we may lend to you pursuant to our Equipment Loan Policy.

6.2 Your Equipment

You may use your own equipment in connection with the Services. You use your equipment at your own risk. We are not responsible in any way for your equipment. You must not use your equipment for any unlawful or unauthorised means. You must use your equipment in accordance with our applicable policies and procedures and or as otherwise directed by us.

7 CONDUCT

7.1 Compliance with the Law

You must comply with all applicable laws.

7.2 Use of Equipment

- (a) You must take proper care of our Equipment.
- (b) You must not recklessly, carelessly or maliciously damage or destroy our Equipment.
- (c) You must not use our Equipment for any unlawful or unauthorised means.
- (d) You must use your equipment in accordance with our applicable policies and procedures, and or as otherwise directed by us.

7.3 Use of our Internet network

- (a) You must comply with our Computer Network and Internet Policy.
- (b) You must not use our internet network in breach of any applicable laws and or any of our applicable policies, or for any unauthorised means.

7.4 Use of Premises

- (a) You must use the Premises in accordance with our applicable policy and otherwise in accordance with our directions.
- (b) You must not damage our Premises or do anything that may cause damage to our Premises.
- (c) We will not be responsible for your actions or welfare outside the Premises or generally.

7.5 Your Conduct and Behaviour Generally

- (a) You must conduct yourself in accordance with our Behaviour Management Policy published by us from time to time.
- (b) You must cooperate with other users of our Services, our staff and our service provider.
- (c) You must behave appropriately at all times whilst on our Premises.
- (d) You must comply and adhere to our reasonable directions.
- (e) You must not be disruptive to, or interfere with or annoy or cause harm of any kind to, other users of our Services.
- (f) We will not be responsible for your actions or welfare outside the Premises or generally.

8 Supervision of Children

- (a) To the extent required under the applicable law, we will endeavour to provide reasonable supervision and a safe and secure environment for children under the age of 18 years on our Premises in connection with the provision of the Services.
- (b) We will not be responsible for supervising your children after our hours of service or for the actions or welfare of any children who leave the Premises without our consent.
- (c) You will be responsible for picking up and collecting your children from the Premises at the completion of the Services.

9 INTELLECTUAL PROPERTY

9.1 Title and ownership

You do not have any right, title or interest in or to any intellectual property rights relating to material provided, used or supplied in connection with the provision of the Services.

9.2 Copyright

We produce and supply material in the course of providing the Services which is protected by copyright, trademark and other applicable laws.

9.3 Use

You may only reproduce, store, file and or use any of our material as authorised by us and with our express consent. You must not use our material in connection with any commercial enterprise or for commercial gain, or to establish, maintain, or provide, or assist in establishing, maintaining or providing a business enterprise that engages in the provision of services similar to or the same as the our Services.

10 PRIVACY AND INFORMATION SECURITY

10.1 Privacy

Any private information you provide us will be dealt with in accordance with our privacy policy published on our website from time to time. In any event, we will comply with all applicable privacy laws.

10.2 Secure Information Transmission

All personal information you provide us via our online booking system is protected by 'secure sockets layer (SSL) protocol'. This encrypts all the information you input before it is sent to us.

11 DISCLAIMER AND LIMITATION OF LIABILITY

11.1 General Disclaimer

We will not be responsible to you for any loss, damage or claim in relation to you or any other party arising out of or in connection with this Agreement, the use of the website,

any payments or transactions made by you via this website, any breach of privacy laws (other than a wilful breach), your attendance on the Premises, your use of our Equipment, or the provision of the Services (including any loss of profit or consequential loss or damage).

11.2 Limited Liability

You acknowledge that our total liability to you in connection with this Agreement is limited to providing you a refund in accordance with our Refund Policy.

11.3 Indemnity

You indemnify us, our affiliates our any of our respective employees, agents, service providers from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered buy you or by us as a direct or indirect consequence of:

- (a) Your accessing, using or transacting on our website, or your attempts to do so; and
- (b) Any breach by you of the Conditions.

12 DISPUTE RESOLUTION & CUSTOMER COMPLAINTS

- (a) All complaints and minor disputes will only be handled in accordance with our Customer Complaint Policy published on our website from time to time.
- (b) Any Party who claims that a serious dispute has arisen with respect to this Agreement or its subject matter must give written notice of the dispute to the other Party, outlining the grounds of dispute.
- (c) Each Party's representatives must attempt to resolve the dispute through discussions/ negotiations within five (5) business days of receipt of the notice.
- (d) If after the expiry of any time established by or agreed under clause 12(b) for reaching agreement, the dispute is to be resolved by expert determination if both parties agree. To this end, the dispute must be determined by a person who both parties agree upon and who the parties deem is an expert and if the parties cannot agree on the appropriate person to be the expert, then a person appointed by the Queensland Law Society. When making his or her determination, the appointed person will act as an expert and not as an arbitrator and his or her determination will be final and binding on the parties. The costs of determination must be paid equally by the parties unless otherwise decided by the appointed person.

13 ADMINISTRATIVE PROCESS

13.1 Notices

All notices, notifications, consents, demands, elections, agreements and other documents and communications required or permitted to be given under this Agreement shall:

- (a) be in writing;
- (b) be addressed to the Party to whom it is to be given at the registered office of the Party or as such other address as the Party may have substituted by notice to the other Parties; or
- (c) Be delivered personally, by ordinary mail postage prepaid, by facsimile or by email.

13.2 General Provisions

- (a) These general terms do not in any way imply a principal and agent, partnership, joint venture, franchise or any similar relationship between you and us. Neither Party may act, or represent itself as acting on behalf of the other Party.

(b) The Order and these terms and conditions, our website terms and conditions, our privacy policy (and any rules, policies or procedures published on our website) constitute the entire agreement between the parties and supersede all prior representations, understandings and agreements.

(c) You cannot assign your rights or obligations under this Agreement without our written consent.

(d) This Agreement shall be governed by the laws of the State of Queensland.

(e) This Agreement may only be varied by the parties in writing.

13.3 Special Meaning of Words

In this Agreement, the following words have special meaning:

"Agreement" means this Agreement (as amended from time to time) and every Purchase Order issued;

"Equipment" includes but is not limited to, lap top computers, any other electronic device, and any other tools or resources provided by us to you in connection with the provision of the Services;

"Equipment Loan Policy" means our policies published by us from time to time in relation to the supply and use of our Equipment;

"Force Majeure" means an event or circumstance beyond the reasonable control of the Parties which could not be taken into account on the formation of this Agreement, whose consequences could not be avoided in this Agreement and which makes performance of this Agreement impossible, not just more onerous or uneconomic and includes (without limitation): fire, storms, flood, lightning, drought, earthquake, explosion, epidemic, quarantine restriction, industrial action, strikes, lock-outs, bans, industrial disputes, labour shortages, transport embargos, accidents, acts of God, acts of the public enemy, war or hostilities, riot, terrorism and sabotage. Force Majeure does not include financial distress;

"Order" means an order placed by you via this website in accordance with the Conditions;

"Price" means the Price set out in the Price List (and may include a pro rata Price);

"Price List" means the prices for each Service (or bundle of Services) published by us from time from time;

"Premises" means the facility we use to provide the Services;

"Refund Policy" means our policy to refund a payment made to us, published by us from time to time;

"Services" means educational, learning and similar ancillary services provided by us from time to time;

"You" or **"your"** refers to you and the person that uses the Services;

"We", **"our"**, or **"us"** refers to Cybecom Pty Ltd t/as The Lime Zone.