

By clicking that you understand and agree to these Membership Terms, you are agreeing to be bound by these Membership Terms; if you do not agree, you cannot become a member. We may change these Membership Terms at any time, and by continuing to use or access our membership services, you are accepting those changes.

### **ADDITIONAL TERMS FOR OUR MEMBERSHIPS**

These Membership Terms (“Terms”) apply to all Simply Homeschool members or potential members. These Terms together with the Website Terms and any other terms and conditions and policies including our Privacy Policy we publish or link to on our website form an Agreement with us (“Agreement”). “You” could be any member of ours.

Membership for Simply Homeschool gives you access to all Core Programs, all our curriculum on all devices for all your children. You can add as many core programs as you want, and adjust your learning plan as you go. It also enables access to World Book Online.

### **BEFORE BECOMING A MEMBER**

#### **1. Things you must do before becoming a member**

You must:

- be 18 years old or older to become a member;
- provide current, complete and accurate information to us, including account information, and promptly inform us of any updates to your information;
- create a membership account;
- pay for the membership via the published payment methods available;
- have any special offer coupons ready as they must be used at the of purchase to apply; they cannot be applied retrospectively.

#### **2. Acknowledgements you make when becoming a member**

You acknowledge and agree:

- to authorise us to deduct the monthly membership fee and all accrued and outstanding fees from the payment method provided;
- that all memberships will automatically renew at the end of the Membership Period. The Membership Fee for the relevant period is automatically deducted from your nominated payment method unless you or we cancel the membership in accordance with the Cancellation or Termination terms below.
- that there can be technical problems downloading Materials, and there are inherent risks associated with downloading digital products or using software.

## **AFTER BECOMING A MEMBER**

### **3. Things you must do after becoming a member**

You must:

- pay the Membership Fee each month and all other accrued and outstanding fees via the payment method you select;
- maintain the confidentiality of your login and password for your membership account;
- not allow other people to use your membership account, except with our written consent;
- not reproduce, duplicate, copy, sell, re-sell or exploit the or Materials in any way;
- contact us by email at [info@simplyhomeschool.com.au](mailto:info@simplyhomeschool.com.au) if you have any difficulty downloading any Materials;
- comply with any posting rules we publish on Facebook when engaging in Facebook discussions
- seek our prior written consent before any publication of information about us; and
- in the case of a dispute keep all communications confidential.

### **4. Things we love our members doing**

We'd love you to provide us with any photos, videos, testimonials, and/or case studies so we can use them for marketing and information purposes, publications, exhibitions and professional awards across all print or digital mediums, including our social media channels.

However, please note that by providing us with photos, videos, testimonials and/or case studies you assign copyright ownership to us. This includes all copyright and any other rights under the *Copyright Act 1968* and the right of reproduction either wholly or in part. If you provide Content but subsequently want to revoke permission to use it, it is your responsibility to notify us immediately at [info@simplyhomeschool.com.au](mailto:info@simplyhomeschool.com.au).

### **5. Things you must do if you want to end or cancel your membership**

You must inform us immediately and with at least 5 business days notice if you wish to cancel your membership so that you will not be billed automatically for subsequent months. You acknowledge that we do not provide partial refunds for unused membership periods or unused content.

## **OTHER MATTERS YOU SHOULD BE AWARE OF**

### **6. We comply with the Australian Consumer Law**

You are entitled to various consumer guarantees, rights, and remedies under the Australian Consumer Law including, but not limited to, consumer guarantees that the Membership services are delivered with due care and skill. You will have the right to have a service replaced or refunded if it doesn't meet a consumer guarantee.

Except as required by law we do not warrant the quality of the Membership Services or warrant that they will meet your expectations. We do not provide refunds for changes of mind, where a problem with the Membership Services is due to your failure to provide us with adequate information, or where you can no longer participate fully.

## **7. We can terminate your membership at any time**

We may terminate your membership for any reason, at any time. In particular, if you breach this Agreement we may immediately terminate your use of our website and services, your membership account and ban your purchase of any Products. We can also change, suspend or stop providing our website and services at any time, for any reason, and without notifying you. We are not responsible to you for any changes, or if we suspend or stop our website and services.

## **INTELLECTUAL PROPERTY**

All the Intellectual Property Rights in our Materials are owned by or licensed by us. We grant you a non-exclusive, non-transferable, royalty-free, revocable licence for to use our Materials for your personal use only. This licence to use our Materials in relation to the Membership Services is for the duration of your membership only. You must not reproduce, duplicate, copy, sell, re-sell or exploit the Materials in any way. In particular, you must not use our Materials for any commercial purposes without our prior written consent which is given or withheld at our sole discretion. Any use beyond your sole personal use, except by express written consent from us, will be conditional on the payment of license fees, and acknowledgement of our moral rights under the *Copyright Act 1968* where applicable. Please contact us at [info@simplyhomeschool.com.au](mailto:info@simplyhomeschool.com.au) to seek consent.

## **RELIANCE ON ADVICE DISCLAIMER**

Some of the information we provide in our online modules is health and/or medical related. It does not constitute health or medical advice, and we provide this information for your general use only. It may contain historical information, incomplete information or it could be an opinion that is not widely held. Your personal situation has not been considered when providing the advice. Before relying on the advice you should seek independent professional advice. Your use of the information is at your sole risk, and you are at all times responsible for your safety and wellbeing and that of your baby.

## **LIMITATION OF LIABILITY AND INDEMNITY**

We exclude, to the maximum extent permitted by law, any liability in connection with your use of our Membership services. We are not responsible for any Loss or damage suffered in connection with your use of our Membership services, your reliance on any advice and information, any errors or omissions, price changes or discontinued Membership Services, any visitor posts and content, your misuse of any Materials, changes and termination of your membership, or any events beyond our control.

You agree to indemnify us, and to keep us indemnified from any claim arising out of or in connection with your breach of this Agreement, including, but not limited to our Intellectual Property Rights, where you provide incorrect information, breach of the Posting Rules and any unauthorised use of your membership account.

## **IF THERE IS A DISPUTE**

If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

#### **OTHER**

This agreement is governed by the laws in NSW, Australia. If any part of these terms and conditions is not enforceable, it shall be severed from this Agreement and the remaining provisions will be in full force and effect. The obligations and liabilities in these terms and conditions survive termination of this agreement. The failure to exercise our rights, or enforce a provision under these terms and conditions does not waive the future operation of that right or ability to enforce the provision.

#### **DEFINITIONS**

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010.

**Agreement** means these Membership Terms and all other terms and conditions and policies published or linked to on our website.

**Intellectual Property Rights** means all copyright, trademarks, design rights, patents, trade secrets and confidential information whether registered or unregistered.

**Loss or damage** means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs.

**Materials** means any of our online workshop materials, worksheets, documents, copy, diagrams, photographs, videos, and anything provided to you during the Membership Services.

**Membership Fee** means the fees as advertised on our website from time to time.

**Membership Period** means monthly.

**Membership Services** means the access to all Simply Homeschool Core Programs, World Book Online, Just Good Books, and registration support

**We, us, or our** means Simply Homeschool Pty Ltd t/as Simply Homeschool [ABN 46 642 504 943] and includes any of our directors, officers, employees, agents, partners, contractors.