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**MARKETPLACE TERMS AND CONDITIONS**

The Remarkable Woman Pty Ltd ABN 65 614 398 471 (referred to as **The Remarkable Woman**) provides exclusive member benefits, access to valuable business networks, opportunities to connect with seasoned business mentors and a speaking platform for members to contribute their insights to The Remarkable Woman network. The Services are available on The Remarkable Woman website at [www.thereRemarkableWoman.com.au](http://www.thereRemarkableWoman.com.au) (**Site**) and on The Remarkable Woman app or mobile-friendly Site (**App**).

**1. Contract**

- (a) These Marketplace Terms and Conditions (**Terms**) form a binding legal agreement between The Remarkable Woman, its directors, officers, employees, successors and assignees, and each person, organisation or entity using the Services (referred to as **User**). By using the Site and Services, each User agrees to comply with and be legally bound by these Terms. Please read the Terms carefully. If there are any questions, the User is encouraged to contact The Remarkable Woman using the contact details at the end of these Terms.
- (b) The User's use of the Site, the App and the Services indicates that:
  - (i) the User has had sufficient opportunity to access the Terms and contact The Remarkable Woman;
  - (ii) the User has read, accepted and will comply with the Terms;
  - (iii) the User has legal capacity to enter into a contract for sale; and
  - (iv) the User is 18 years or older, or if younger than 18 years, the User has the approval of its parent or guardian.

If this is not correct, or if the User does not agree to these Terms, the User is not permitted to use any of the Services.

- (c) These Terms may be amended from time to time, without prior notice. Use of our Services following any such amendments will be deemed to be confirmation that the User accepts those amendments. The Remarkable Woman recommends that each User check the current Terms, before continuing use of the Services. The Remarkable Woman's agents, employees and third parties do not have authority to change the Terms.
- (d) These Terms supplement and incorporate:
  - (i) the Remarkable Woman policies and terms and conditions, including without limitation the Website Terms of Use and Privacy Policy posted on the Site;
  - (ii) the Stripe Services Agreement available here: <https://stripe.com/au/legal>;
  - (iii) the Loyalty Corp Australia Pty. Ltd. ACN 601 839 561 (**Loyalty Corp**) Program Terms and Conditions; and
  - (iv) the PayPal Terms of Service including, without limitation, the User Agreement available here <https://www.paypal.com/au/webapps/mpp/ua/useragreement-full>.
- (e) The Remarkable Woman's Privacy Policy sets out how The Remarkable Woman collects, uses and protects the personal information of its Users. The Remarkable Woman's Website Terms of Use govern your use of the Site. These documents are available on the Site.

**2. The Services**

- (a) The Remarkable Woman provides:
  - (i) exclusive member offers and deals (**Member Deals**) through the purse power portal (**Purse Power Portal**);
  - (ii) access to valuable business networks;
  - (iii) opportunities to connect with seasoned business mentors and bespoke coaching services (**Mentoring**);
  - (iv) a platform to pitch business ideas (**The Pitch Initiative**); and
  - (v) a speaking platform for women to tell their own story in a personal and intimate setting (**Remarkable Woman Talks**);together, the **Services**.
- (b) The Remarkable Woman may provide the Services using its employees, contractors and third party providers and they are included in these Terms.

- (c) Third parties who are not our employees or our direct contractors (**Third Parties**) will be your responsibility. We are not responsible for the services provided by Third Parties.

### 3. **Online Registration**

- (a) Users may browse the Site as an unregistered user of the Site. Users must register on the Site and create an account (**Account**) to access certain Services and features on the Site, such as accessing Member Deals. Each User may only have one (1) Account on the Site.
- (b) Basic information is required when registering on the Site for an Account. Each User is required to provide certain information including name, email address, and location and select a username and password. Please refer to The Remarkable Woman Privacy Policy for details of how we collect, use and store personal information.
- (c) Each User agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. The Remarkable Woman reserves the right to suspend or terminate any User's Account and his/her access to the Site, App and Services if any information provided to The Remarkable Woman proves to be inaccurate, not current or incomplete.
- (d) To keep information secure and confidential, The Remarkable Woman uses industry standard security measures to protect Users and User information. Users will be requested by The Remarkable Woman to change their passwords at regular intervals. Further information on the storage and security of your personal information can be found in our Privacy Policy and Website Terms of Use.
- (e) It is the User's responsibility to keep its Account details, username and password confidential. The User is liable for all activity on its Account, including purchases made using its account details. The User agrees that it will not disclose its password to any third party and that it will take sole responsibility for any activities or actions under its Account, whether or not it has authorised such activities or actions.
- (f) The User will immediately notify The Remarkable Woman of any unauthorised use of its Account.

### 4. **Users and User Profiles**

- (a) Users who have created an Account are permitted to create profiles (**Profile**). The User's Profile for its use of the Site and App is created from the personal information it provides to The Remarkable Woman.
- (b) Each User acknowledges and agrees that it is responsible for its own Profile.
- (c) Each User acknowledges and agrees that any communications entered into with another User is at his or her own risk. The Remarkable Woman does not provide a User with and cannot guarantee that other Users have genuine intentions.
- (d) Each User should report to The Remarkable Woman, any activities or requests of Users which are, or which the User reasonably believes to be:
  - (i) suspicious;
  - (ii) inconsistent;
  - (iii) illegal; or
  - (iv) likely to have a negative effect on the reputation of The Remarkable Woman, the Site, the App, Services and/or a User.
- (e) Each User acknowledges and agrees that while the Site allows Users to communicate with each other, Users are not permitted to share the contact information of other Users.
- (f) Each User represents and warrants that any content that it provides:
  - (i) will not breach any agreements it has entered into with any third parties;
  - (ii) will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any User in its local area and country; and
  - (iii) will not conflict with the rights of third parties.
- (g) For the avoidance of doubt, The Remarkable Woman assumes no responsibility for a User's compliance with any applicable laws, rules and regulations.

- (h) The Remarkable Woman reserves the right, at any time and without prior notice, to remove or disable access to any Account and/or Profile for any reason, including Accounts and/or Profiles that The Remarkable Woman, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site, the App or Services.

## 5. Payments

- (a) Unregistered Users are not required to pay a fee for browsing the Site or App. Users who register for an Account must pay our subscription fee as listed on the Site (**Subscription Fee**).
- (b) Additional fees may be payable for some Services, including for participation in our programs (**Programs**). Any additional fees, including any applicable deposit payable will be set out on the Site and Users will be notified of these fees in advance.
- (c) Each User agrees to pay the Subscription Fee, in the currency specified on the Site and App, at the time that the User registers for an Account.
- (d) Users may pay the Subscription Fee on a monthly basis (**Monthly Subscription**), or a User may choose an annual membership and pay upfront for 12 months (**Annual Subscription**).
- (e) Goods and Services Tax (**GST**) will be charged where applicable.
- (f) The User may pay for the Services by PayPal, stripe or credit card. The payment will be processed upon receipt of the request for an Account and monthly thereafter, if the User selects a Monthly Subscription. The User must not pay, or attempt to pay, for the Services through any fraudulent or unlawful means. If a User's payment is not able to be successfully processed, then the request for an Account may be cancelled.
- (g) A User's subscription will automatically continue, unless the User cancels its registration in accordance with clause 8.
- (h) In the absence of fraud or mistake, all payments made are final and the User shall not have the right to cancel its purchase for any reason and further each User agrees to satisfy all such payments made.
- (i) If the User makes a payment by credit card, the User warrants that the information provided to The Remarkable Woman is true, accurate and complete, that the User is authorised to use the debit or credit card to make the payment, that the payment will be honoured by the card issuer, and that the User will maintain sufficient funds in the account to cover the purchase price.
- (j) Nothing prevents The Remarkable Woman from taking any action necessary to recover any unpaid fees. If the User fails to pay, the User's information will be passed on for collection and or legal action. The User acknowledges and agrees that it is liable for and will pay all costs including debt collection, commission, solicitor's fees and any out of pocket expense. If the User at any time exceeds The Remarkable Woman's payment terms and as a result are passed on for collection and or legal action, The Remarkable Woman may place a default against the User with a credit reporting agency.
- (k) The Remarkable Woman's pricing structure or payment methods may be amended from time to time at its sole discretion. After a pricing change, each User has the choice to continue using the Site, or to cease to use the Site without penalty. The Remarkable Woman will notify Users of a price increase, as soon as practically possible after the price change has occurred.

## 6. Offers and Promotions

- (a) The Remarkable Woman may, from time to time, make offers or promotions which may be applicable to the Services or the Programs.
- (b) The conditions of such offers or promotions will be specified on the Site.
- (c) The User acknowledges and agrees that The Remarkable Woman may, at its sole discretion, remove or extend any offers or promotions, and The Remarkable Woman will not be responsible or liable for any potential loss or damage which the User incurs as a result of the removal or extension of any offers or promotions.
- (d) Users are also eligible to receive Member Deals. Member Deals are provided using Loyalty Corp; Member Deals are subject to the Loyalty Corp Program Terms and Conditions.
- (e) The type, product, or service available under a Member Deal is subject to the Loyalty Corp Program Terms and Conditions and may change from time to time.

- (f) Loyalty Corp may change the terms of the Program Terms and Conditions, from time to time.
7. **Dispute Resolution**
- (a) Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact The Remarkable Woman at [shivani@theremarkablewoman.com.au](mailto:shivani@theremarkablewoman.com.au).
- (b) If there is a dispute between the parties in relation to these Terms, the parties agree to the following dispute resolution procedure:
- (i) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
- (ii) If the parties cannot agree how to resolve the dispute at the Initial Meeting, any party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- (c) Any attempts made by the parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.
8. **Cancellation of Registration**
- (a) If a User wishes to cancel its subscription, it will need to do so by writing an email to [hello@theremarkablewoman.com.au](mailto:hello@theremarkablewoman.com.au).
- (b) On cancellation of subscription, the User will lose access to all Services provided by or through The Remarkable Woman, including but not limited to Member Deals provided by Loyalty Corp.
- (c) No refunds will be made upon cancellation.
- (d) If a User wishes to cancel a Monthly Subscription, The Remarkable Woman requires 14 days' notice. The cancellation will take effect from the next billing cycle.
- (e) If a User wishes to cancel an Annual Subscription, the User must provide 14 days' notice. The Remarkable Woman will provide a pro rata refund to the User, not including the current month. The Remarkable Woman will provide a pro rata refund to the User. The refund will be calculated as follows: The Fee for the User's Annual Subscription will be divided by 12 and the refund will be the number of months remaining on the Annual Subscription, multiplied by the calculated fee, not including the current month.
9. **Consumer Guarantees**
- (a) Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)* provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.
- (b) If the User is a consumer as defined in the ACL, the following notice applies to the User from The Remarkable Woman: *"We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates."*
10. **Intellectual Property**
- (a) All logos, slogans, content, designs, diagrams, drawings, graphics, images, layouts, appearance, videos, ideas, methods, databases, codes, algorithms, software, fees, pricing, notes, documents, domain names, confidential information, copyright, rights in circuit layouts (or similar rights), registered or unregistered trade marks, trade names, patent, know-how, trade secrets and any other intellectual or industrial property whether such rights are capable of being registered or not (collectively **Intellectual Property**), including but

not limited to copyright which subsists in all creative and literary works displayed on the Site, the App and Services, the layout, appearance and look of the Site and App, together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world, whether created before or after the date of these Terms and whether used or contained in the Site is owned, controlled or licensed to The Remarkable Woman (or its affiliates and/or third party licensors as applicable).

- (b) The User agrees that, as between the User and The Remarkable Woman, The Remarkable Woman owns or holds the relevant licence to all Intellectual Property rights in the Site, the App and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property. The Intellectual Property, Site, App and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary or industrial rights whether such rights are capable of being registered or not, and also may have security components that protect digital information only as authorised by The Remarkable Woman or the owner of the content.
- (c) Some Intellectual Property used in connection with the Site, App and Services, including Member Deals are the trademarks of their respective owners (collectively **Third Party Marks**).
- (d) The Remarkable Woman's Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of The Remarkable Woman or the applicable trademark holder or Intellectual Property owner.
- (e) Users of the Site do not obtain any interest or licence in the Intellectual Property or Third Party Marks without the prior written permission of The Remarkable Woman or the applicable Intellectual Property owner. Users may not do anything which interferes with or breaches the Intellectual Property rights.

#### 11. **User Licence**

- (a) Subject to these Terms, The Remarkable Woman grants the User a personal, non-exclusive, non-transferable, limited and revocable licence to use the Site, App and Services for its own personal and/or non-commercial use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User Licence**), and not to use the Site, App and Services in any other way or for any other purpose, apart from local fair dealing legislation in accordance with the *Copyright Act 1968* (Cth). All other uses are prohibited without The Remarkable Woman's prior written consent.
- (b) The right to use the Site, App and Services is licensed to the User and not being sold to the User. A User has no rights in the Site, App and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User Licence governs any updates to, or supplements or replacements for the Site, App and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

#### 12. **Permitted and Prohibited Conduct**

- (a) The User is solely responsible for compliance with any and all laws, rules, regulations, including but not limited to tax obligations that may apply to its use of the Site, App and Services. In connection with the User's use of the Site, App and Services, the User may not and agrees that it will not:
  - (i) use the Site, App or Services for any commercial or other purposes that are not expressly permitted by these Terms;
  - (ii) register for more than one Account or register for an Account on behalf of another individual and/or entity;
  - (iii) post any Review or upload any content (including but not limited to User Content) that is offensive, contains nudity or inappropriate language, contains racial or religious ranting or discrimination or defames another User;
  - (iv) submit any false or misleading information;
  - (v) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;

- (vi) copy, store or otherwise access any information contained on the Site, App and Services or content for purposes not expressly permitted by these Terms;
- (vii) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (viii) use the Site, App or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (ix) use the Site, App or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- (x) stalk or harass any other user of the Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a User on the Site or App;
- (xi) use, display, mirror or frame the Site or App, or any individual element within the Site or App, Services, The Remarkable Woman's name, any The Remarkable Woman trademark, logo or other Intellectual Property, information, or the layout and design of any page or form contained on a page, without The Remarkable Woman's express written consent; or
- (xii) advocate, encourage, or assist any third party in doing any of the foregoing.

13. **Forums**

- (a) The Site and App has a forum on which Members are able to communicate.
- (b) The Remarkable Woman asks Users to limit their discussions to topics which are relevant to The Remarkable Woman's Site, App and Services.
- (c) The Remarkable Woman reserves the right to remove any posts by Users which The Remarkable Woman, at its sole discretion, deems to be inappropriate.
- (d) Users acknowledge and agree that they are not permitted to post posts which contain foul language, illegal material, defamatory comments, business advertisements, spam, religious debates, comments which incite fear, and/or any form of abuse, insults or personal attacks.

14. **User Content and The Remarkable Woman Content**

- (a) The Site, App, Services, and Intellectual Property are protected by copyright, trademark, and other laws of Australia and international countries. The User acknowledges and agrees that the Site, App, Services and Intellectual Property, including all associated intellectual property rights are the exclusive property of The Remarkable Woman and its licensors. The User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, App and Services, or Intellectual Property.
- (b) **Website Content:** Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content or any Intellectual Property on or through the Site, App and Services, the User grants to The Remarkable Woman a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content and Intellectual Property, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content and Intellectual Property on, through, or by means of the Site, App and Services.
- (c) **Presentation Content:** If the User provides The Remarkable Woman with User Content for a Remarkable Woman Talk, the User owns the User Content. The User provides The Remarkable Woman with a non-exclusive and revocable licence to use the User Content created for The Remarkable Woman talks, for the purpose of distributing the User Content in newsletters and in The Remarkable Woman's publications.
- (d) **Responsibility:** The User agrees that it is solely responsible for all User Content and Intellectual Property that it makes available through the Site, App and Services. The User represents and warrants that:

- (i) it is either the sole and exclusive owner of all User Content and Intellectual Property that it makes available through the Site, App and Services, or that it has all rights, licences, consents and releases that are necessary to grant to The Remarkable Woman the rights in such User Content or Intellectual Property, as contemplated under these Terms; and
  - (ii) neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or The Remarkable Woman's use of the User Content (or any portion thereof) on, through or by means of the Site, App and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- (e) **Prohibited Content:** The User must not present on, include in a presentation, post, post on a forum, upload, publish, submit or transmit any content, including in any Remarkable Woman Talks, that:
- (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
  - (ii) is fraudulent, false, misleading or deceptive;
  - (iii) denigrates The Remarkable Woman, the Site, the App, the Services or a member;
  - (iv) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
  - (v) is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
  - (vi) is violent or threatening or promotes violence or actions that are threatening to any other person;
  - (vii) promotes illegal or harmful activities or substances; and/or
  - (viii) that mentions another person or business by name or implication – for a Remarkable Woman Talk.
- (f) The Remarkable Woman may at its sole discretion remove any User Content that is offensive or in breach of these Terms.

#### 15. Disclaimers

- (a) The Remarkable Woman does not guarantee that a User will be able to find or attract suitable investors through The Pitch Initiative or the Services. The User is responsible for using The Pitch Initiative and the Services to increase the possibility that an investor will invest, however The Remarkable Woman does not guarantee that a User will successfully obtain capital investment.
- (b) The Remarkable Woman does not guarantee that a User will find the outcome they were seeking to achieve from partaking in Mentoring. The Remarkable Woman endeavours to match mentees with suitable mentors, however The Remarkable Woman cannot guarantee that the match will be suitable.
- (c) The Remarkable Woman does not guarantee the merchantability of any goods or services the User receives, obtains or purchases through any Member Deal.
- (d) The Remarkable Woman cannot and does not control the content contained in any Profiles.
- (e) To the fullest extent allowable under applicable law, The Remarkable Woman disclaims all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Site, App or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.
- (f) For the avoidance of doubt, The Remarkable Woman is not responsible for any duties, fees, taxation, visa or immigration matters associated under these Terms. The Remarkable Woman advises that all Users using the Site, App and Services should seek advice in relation to these matters.
- (g) The Remarkable Woman excludes all express and implied conditions and warranties, except for the User's Rights, to the fullest extent permitted by law, including but not limited to:

- (i) The Remarkable Woman expressly disclaims any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;
  - (ii) The Remarkable Woman does not warrant that the Site, the App, the Services, content on the Site or App (including pictures, videos, sound clips, resumes, links etc.), or the User's access to the Site, the App or the Services will be error free, that any defects will be corrected or that the Site, the App or the server which stores and transmits material to the User is free of viruses or any other harmful components; and
  - (iii) The Remarkable Woman will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal, bodily injury, death or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information systems or costs of replacement goods, or otherwise, suffered by the User or claims made against the User, arising out of or in connection with the Site, the App, Services, content on the Site or App, inability to access or use the Site, the App, the Services, any Profile, or the Terms, even if The Remarkable Woman was expressly advised of the likelihood of such loss or damage.
- (h) The User agrees not to attempt to impose liability on, or seek any legal remedy from The Remarkable Woman with respect to such actions or omissions.

16. **Limitation of Liability**

- (a) The Remarkable Woman's total liability arising out of or in connection with the Site, the App, the Services or the Terms, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by the User to The Remarkable Woman in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.
- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between The Remarkable Woman and the User. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the User.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of The Remarkable Woman.

17. **Indemnity**

- (a) Each User agrees to defend and indemnify and hold The Remarkable Woman (and The Remarkable Woman's parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Services; any breach by the User of these Terms; any wilful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.
- (b) The Remarkable Woman reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and the User's use of the Site, App or Services. These Terms, and any rights and licences granted hereunder, may

- not be transferred or assigned by the User, but may be assigned by The Remarkable Woman without restriction.
- (a) **Accuracy:** While The Remarkable Woman will endeavour to keep the information up to date and correct, The Remarkable Woman makes no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site or App for any particular purpose. The User hereby acknowledges that such information and materials may contain mistakes, inaccuracies or errors and The Remarkable Woman expressly excludes any liability for such to the fullest extent permissible by law.
  - (b) **Termination:** The Remarkable Woman reserves the right to refuse supply of the Services required by any User, terminate any User's Account, terminate its contract with any User, and remove or edit content on the Site or App at its sole discretion, without incurring any liability to the User. If The Remarkable Woman decides to terminate a User's Account, the following may occur, with or without notice to the User: the User's Account will be deactivated, its password will be disabled and it will not be able to access the Site, App, Services, its Account or its User Content.
  - (c) **Fraudulent Activities:** Each User acknowledges and agrees that, in the event The Remarkable Woman reasonably suspects that there are fraudulent activities occurring within the Site, App and Services, The Remarkable Woman reserves the right to immediately terminate any Accounts involved in such activities, contact the relevant authorities and provide all necessary information to assist in proceedings and investigations.
  - (d) **Force Majeure:** The Remarkable Woman will not be liable for any delay or failure to perform its obligations under the Terms if such delay is due to any circumstance beyond its reasonable control.
  - (e) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
  - (f) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by The Remarkable Woman of any of the Terms shall be effective unless The Remarkable Woman expressly states that it is a waiver and The Remarkable Woman communicates it to the User in writing.
  - (g) **Assignment:** A User must not assign any rights and obligations under the Terms whether in whole or in part without The Remarkable Woman's prior written consent.
  - (h) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
  - (i) **Jurisdiction and Applicable Law:** These Terms, use of this Site, the App, the Services and any dispute arising out of any User's use of the Site, App or Services is subject to the laws of New South Wales, Australia, and subject to the exclusive jurisdiction of the New South Wales courts. The Site and App may be accessed throughout Australia and overseas. The Remarkable Woman makes no representation that the content of the Site and App complies with the laws (including intellectual property laws) of any country outside Australia. If a User accesses the Site or App from outside Australia, it does so as its own risk and are responsible for complying with the laws in the place where he/she accesses the Site or App.
  - (j) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between The Remarkable Woman and each User, and supersede any prior agreement, understanding or arrangement between The Remarkable Woman and each User, whether oral or in writing.

**For questions and notices, please contact:**

The Remarkable Woman ABN 65 614 398 471

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