

Terms of Service

Welcome to Tech Coach HQ (referred to as “the Service”). The following Terms of Service apply when you view or use the Service via the website www.techcoachhq.com.au or by accessing the Service via clicking on the application (the “App”) on your mobile device. Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Service, you must not access or use the Service.

Privacy Policy

Tech Coach HQ respects the privacy of its Service users. Please refer to Tech Coach HQ’s Privacy Policy which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy.

About The Service

The Service allows you to purchase goods and services, to book training courses, and to register your personal details to receive Tech Coach HQ’s newsletter.

Registration Rules for User Conduct & Use of Service

You must be at least 18 years of age to register for and use this Service. If you are a user who signs up for the Service, you will need to create a personalised account which includes a unique username and a password to access the Service and to receive messages from Tech Coach HQ. You agree to notify us immediately of any unauthorised use of your password and/or account. Tech Coach HQ will not be responsible for any liabilities, losses, or damages arising out of the unauthorised use of your member name, password and/or account.

User Restrictions

Your permission to use the website is conditioned upon the following restrictions:

- You must not post any information that is abusive, threatening, obscene, defamatory, libellous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- You must not use the service for any unlawful purpose or for the promotion of illegal activities;
- You must not attempt to, or harass, abuse or harm another person or group;
- You must not attempt to, or use another user’s account;
- You must not provide false or inaccurate information when registering an account;
- You must not interfere or attempt to interfere with the proper functioning of the Service;

- You must not make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- You must not bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; or
- You must not publish or link to malicious content intended to damage or disrupt another user's browser or computer.

If you are found to have been in breach of these restrictions, Tech Coach HQ reserves the right to delete your account immediately. Refer also to Posting and Conduct Restrictions.

Posting & Conduct Restrictions

When you create your own account, you may be able to provide "User Content". You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that Tech Coach HQ is acting only as a passive conduit for your online distribution and publication of your User Content. Tech Coach HQ, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows that:

- You are solely responsible for your account and the activity that occurs while signed in to or while using your account;
- You will not post information that is malicious, false or inaccurate;
- You will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content; and
- You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.
- You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. Tech Coach HQ is not responsible for any public display or misuse of your User Content. Tech Coach HQ does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

Online Content Disclaimer

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Tech Coach HQ, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

Tech Coach HQ does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does Tech Coach HQ adopt nor endorse, nor is the Tech Coach HQ responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than Tech Coach HQ.

Tech Coach HQ takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will Tech Coach be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though Tech Coach HQ strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. Tech Coach HQ reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Emails or messages sent between you and other participants that are not readily accessible to the general public will be treated by Tech Coach HQ as private to the extent required by applicable law.

Tech Coach HQ shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorised use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us at megan@techcoachhq.com.au

Links to Other Sites and/or Materials

As part of the Service, Tech Coach HQ may provide you with convenient links to third party website(s) ("Third Party Sites") as well as content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). These links are provided as a courtesy to Service subscribers.

Tech Coach HQ has no control over Third Party Sites and Third Party Applications, Software or Content or the promotions, materials, information, goods or services available on these Third Party Sites or Third Party Applications, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by Tech Coach HQ, and Tech Coach HQ is not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from this

website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content.

Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by Tech Coach HQ. If you decide to leave the Tech Coach HQ website and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site you navigate to from the Tech Coach HQ website or relating to any applications you use or install from the Tech Coach HQ website.

Refund Policy

Tech Coach HQ is available to answer any question that you may have in relation to the goods and services offered for sale in the website. Click on the 'Contact Us' page of this website, fill in all the fields displayed in the page, then click on the 'Submit' button. At Tech Coach HQ, we strive to provide outstanding customer service, and so we will promptly respond to question(s) you submit to us.

Minor problems do arise from time to time with goods and services provided, and do arise for reasons beyond the control of Tech Coach HQ. Most minor problems can be resolved quickly and easily and with minimal inconvenience. If a major problem prevents you from using any of Tech Coach HQ's goods and services, and we cannot help you resolve the problem, then we will offer you a full refund.

To apply for a refund:

1. Contact Tech Coach HQ within seven days of your purchase; and
2. Advise the reason(s) why you want a refund; and
3. Give Tech Coach HQ the opportunity to make right your purchase or to correct the problem for you.

Any refund given is strictly limited to the purchase price paid.

Tech Coach HQ will not provide you with a refund if you have received what you asked for but have simply changed your mind, if you have found a like-product cheaper somewhere else, if you have decided that you no longer like your product, or you have decided that you have no use for the product.

Copyright Complaints & Copyright Agent

(a) Termination of Repeat Infringer Accounts. Tech Coach HQ respects the intellectual property rights of others and requests that the users do the same. Pursuant to Australian Copyright Acts and laws, Tech Coach HQ may terminate access for participants or users who

are found repeatedly to provide or post protected third party content without necessary rights and permissions.

(b) Take-Down Notices. If you are a copyright owner or an agent thereof, and believe in good faith that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Australian Copyright Acts and Laws, by sending the following information in writing to megan@techcoachhq.com.au

1. The date of your notification;
2. A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

(c) Counter-Notices. If you believe that your User Content that has been removed from the Site is not infringing, or that you have the authorisation from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Content, you may send a counter-notice containing the following information in writing to megan@techcoachhq.com.au

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction as applicable to your State, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by Tech Coach HQ, we may send a copy of the counter-notice to the original complaining party informing such person that we may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in Tech Coach HQ's discretion) be reinstated on the Site in 10 to 14 business days or more after receipt of the counter-notice.

Licence Grant

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Tech Coach HQ a royalty-free, sub licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide licence to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

Intellectual Property

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

Email May Not Be Used to Provide Notice

Communications made through the Service's e-mail and messaging system, will not constitute legal notice to Tech Coach HQ or any of its officers, employees, agents or representatives in any situation where notice to Tech Coach HQ is required by contract or any law or regulation.

User Consent to Receive Communications in Electronic Form

For contractual purposes, you (a) consent to receive communications from Tech Coach HQ in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that Tech Coach HQ provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

We may also use your email address, to send you other messages, including information about Tech Coach HQ and special offers. You may opt out of such email by changing your account settings or sending an email to megan@techcoachhq.com.au