

Abundant Redundant®

Terms and Conditions

1 General

- 1.1 These terms and conditions (**Terms**) set out the terms on which Klevalife® Pty Ltd ACN 676 401 719 trading as The Abundant Redundant® (**we, us, or our**):
- (a) allow you to access and use the 'Abundant Redundant' online platform (**Platform**) and any information, data, audio, audio-visual or other materials that we make available to you through the Platform or in the performance of the Services (**Content**); and
 - (b) provide you with any coaching or other services in accordance with your selected Package,
- (together, the **Services**).
- 1.2 By clicking "Accept" or similar wording when you purchase the Services or using the Services, you agree to comply with and to be bound by these Terms.
- 1.3 If you do not agree to these Terms, you must not access or use our Services.
- 1.4 We may change these Terms from time to time by making them accessible on our Site and the updated Terms will take effect from the time of publication unless otherwise specified. We will give you at least 30 days' notice of any material change to these Terms that is reasonably likely to have a negative impact on your rights or the Services we make available to you (**Material Change**) via a notice on our Site or the email address you have provided to us. If you do not agree to the updated Terms, you must cease use of our Services. In the event a proposed Material Change negatively impacts your ability to access and use any Coaching Services purchased prior to notification of the Material Change, you may elect to terminate these Terms with respect to such Coaching Services by providing at least 5 days' written notice and request a pro-rata refund for any Coaching Services paid for but not used by you at the effective date of termination. Your continued use of the Services after the Terms have been changed constitutes your acceptance of them.

2 Services

- 2.1 Subject to you paying the Fees, we will provide the Services included in your Package in accordance with these Terms.
- 2.2 You may request to:
- (a) upgrade your Package; or
 - (b) acquire additional services from us,
- at any time, and subject to paying any applicable Fees and complying with any additional terms and conditions that may apply to those additional services, we will provide any additional Services in accordance with these Terms.
- 2.3 We will:
- (a) provide, and ensure that any of our personnel, agents, contractors and subcontractors provide, the Services with reasonable care and skill, in a professional and timely manner, and in accordance with all applicable laws; and
 - (b) hold and maintain, and ensure that our personnel, agents, contractors and subcontractors have and maintain, all licences, permits, registrations and insurances required to

perform the Services, including as are required under any applicable laws.

- 2.4 You must:
- (a) provide us with any information or cooperation that we reasonably request from you in order to provide you with the Services;
 - (b) have all information technology and telecommunications resources necessary to access the Platform and the Content, and to receive the Services, including internet access, access to a compatible podcast platform and any other relevant resources specified on the Site; and
 - (c) You are responsible for ensuring your device, internet, and email access are working; and
 - (d) Access issues caused by your own device, internet, or email settings are not grounds for a refund; and
 - (e) only access and use the Services in accordance with all applicable laws, these Terms and our reasonable instructions.
- 2.5 You consent to receiving marketing and promotional communications from us by email, text message, phone or post. You can read more about our direct marketing activities in our privacy policy. You can unsubscribe from receiving marketing and promotional communications from us at any time by using the "unsubscribe" facility in our electronic messages or by contacting us at admin@abundantredundant.com.
- 2.6 We offer a number of Services from time to time. You acknowledge and agree that each Service offering may have different terms, prices and fees, as displayed on the website or as contained in any contract entered into for those Services.

Fees

- 2.7 The Fees applicable to your Package will be stated on our Website/s at the time of your purchase.
- 2.8 You must pay to us the Fees in the manner set out on the Website before we will provide you with any Services or grant you access to the Platform and Content.
- 2.9 Subject to clauses 1.4, 10.4, 11.1 and to the extent permitted by law, the Fees are non-refundable.

3 Access and use of the Platform

- 3.1 Subject to you paying the Fees, we grant you a non-exclusive, non-transferable, revocable, limited licence to access and use the Platform and Content for your personal use (including personal career development) only (**Purpose**).
- 3.2 You must not, and you must not encourage, assist or authorise any other person to:
- (a) access or use the Platform or Content for any commercial or business purpose;
 - (b) sell, rent, loan, resupply, sublicense or distribute the Platform or Content to any other person, or otherwise make the Platform or Content available to any other person;
 - (c) copy, modify, reverse engineer, decompile, disassemble, tamper with, bypass any security associated with, or create any derivative works from, the Platform or Content; or

- (d) mine, extract or scrape the Platform or Content (including to train AI).

User Credentials

- 3.3 You may be entitled to have a single login and password (which may change from time to time) to access and use the Platform (**User Credentials**). You are responsible for any activity conducted using your User Credentials.
- 3.4 You must:
 - (a) keep your User Credentials secure and confidential, and take all necessary steps to ensure that your User Credentials are not disclosed, provided or made available to, or otherwise accessed by, any other person; and
 - (b) notify us immediately after you become aware that your User Credentials have been disclosed, provided or made available to, or otherwise accessed by, any other person.
- 3.5 We are not responsible for:
 - (a) any loss or damage incurred by you as a result of your failure to secure your User Credentials; or
 - (b) the security of your computer network.

Forum

- 3.6 We may make available an Abundant Redundant forum for our customers (**Forum**) from time to time via a third party social media site. Use of the Forum is entirely voluntary.
- 3.7 You acknowledge and agree that:
 - (a) your access and use of the Forum is subject to you accepting and complying with:
 - (i) any rules or guidelines we set in respect of the Forum; and
 - (ii) any third party terms and conditions imposed by the third party social media site;
 - (b) we are not responsible for the availability or unavailability of the Forum at any time; and
 - (c) to the maximum extent permitted by law, we are not responsible for any content, acts or omissions of any third party in connection with the Forum, including any of our other customers.

Suspension and changes

- 3.8 We may update the Platform and change or remove Content from time to time.
- 3.9 Without limiting any other remedy we may have under these Terms or at law, we reserve the right to suspend or restrict your access to the Platform or Content at any time:
 - (a) where reasonably necessary for security, technical or copyright reasons;
 - (b) if you use the Platform or Content other than for the Purpose or we reasonably suspect that you have done or may do anything to breach these Terms (including without limitation clause 4.2);
 - (c) if we reasonably suspect unauthorised access to the Platform or Content using your User Credentials; or
 - (d) if we reasonably suspect that you have committed or may be committing any unlawful or fraudulent activity in connection with the Platform or Content,

and we may maintain the suspension or restriction as long as reasonably required to address the cause of the suspension to our reasonable satisfaction.

- 3.10 If your access to the Platform or Content is suspended or restricted in accordance with these Terms, you will not be entitled to a pro rata refund of any part of the Fee in respect of the period of suspension or restriction.
- 3.11 If we suspend or restrict your access to the Platform or make material changes to the Content, we will use reasonable endeavours to provide you with notice of the relevant suspension, restriction or change (which in the case of changes to the Content, may be through the Platform).

4 Coaching Services

- 4.1 If your Package includes any private coaching sessions (**Coaching Services**), you will receive an email confirmation following your purchase detailing how to schedule these sessions. .
- 4.2 In relation to the Coaching Services, you acknowledge and agree that:
 - (a) the provision of Coaching Services will be subcontracted to a duly authorised coach who will provide Coaching Services on our behalf (**Coach**);
 - (b) Coaching Services must be completed within the period relevant to your Package as specified on the Website at the time of your purchase (**Coaching Period**);
 - (c) you are solely responsible for scheduling (and rescheduling, as necessary) Coaching Services with the Coach through the scheduling system made available to you and in accordance with any instructions communicated to you by us or the Coach;
 - (d) in order to schedule Coaching Services with your Coach, you may be required to agree and comply with the Coach's terms and conditions of service (**Coaching T&Cs**);
 - (e) any Coaching T&Cs are directly between you and the Coach (and not with us);
 - (f) Coaching sessions will be provided via Zoom, and you may be required to accept and comply with any third party terms and conditions relating to your access and use of Zoom. You acknowledge that we are not responsible for the availability, quality or terms and conditions relating to your access and use of Zoom in connection with the Coaching Services; and
 - (g) we reserve the right to substitute or change Coaches at any time, at our sole discretion.

- 4.3 Subject to you providing consent, coaching sessions will be recorded and the recordings made available for you to download within 24 hours after the session and remain available for the Coaching Period. Any request to access Coaching session recordings after the Coaching Period is at our absolute discretion.

- 4.4 The Coaching session recordings form part of the Content and your access and use of the recordings are subject to these Terms.

5 Acknowledgements

- 5.1 The Content you access through the Platform is general in nature and does not take into account, and may not be appropriate for, your individual circumstances. You should make your own enquiries and seek professional advice before making decisions concerning your interests or otherwise interpreting or relying on the Content accessed through the Platform in any way.
- 5.2 The
- 5.3 Services are educational and coaching-based only and the extent of any results to be attained by you, whether for your own personal or professional development, is dependent upon you solely.
- 5.4 Subject to clause 11.1 and to the extent permitted by law, you acknowledge and agree that:

- (a) while we will use reasonable care and skill in providing the Services, the Services (including the Platform and Content) are provided on an 'as is' and 'as available' basis and we exclude all representations and warranties, express or implied, including regarding title, accuracy, completeness, currency, non-infringement, merchantability, fitness for a particular purpose or that the Services will continue to be made available for any period of time or that your use of the Services will be seamless, error-free or uninterrupted;
- (b) we are not responsible for any Third Party Content that you may access in connection with the Services (including via links on the Platform) and your use of any Third Party Content will be subject to the third party's terms and conditions and is at your own risk; and
- (c) you are responsible for all access, data and other costs associated with your internet and mobile usage in accessing and using the Services.

6 Intellectual Property

- 6.1 All Intellectual Property Rights in the Platform and the Content is owned by and remains the property of us or our licensors.
- 6.2 We do not assign to you any Intellectual Property Rights (including any future Intellectual Property Rights) in the Platform and the Content.
- 6.3 We reserve all rights not expressly granted to you under these Terms.
- 6.4 You must not use any of our trade marks or logos without our prior written consent.
- 6.5 You grant us an irrevocable, non-exclusive, royalty-free, worldwide licence to use any images, feedback, messages, testimonials, suggestions, input or other content that you share with us or upload to the Forum for our business purposes, including to:
 - (a) review and improve our Services; and
 - (b) promote the Business,
 from time to time without restriction or obligation to compensate you. For the avoidance of doubt, this does not include any Coaching Services recordings.

7 Confidential Information

Obligations of confidence

- 7.1 Each party agrees to keep confidential, and not to use or disclose, other than as permitted by these Terms, any Confidential Information of the other party. The obligation in this clause 8.1 does not apply to the extent necessary to enable a party to make any disclosure required by law or under compulsion of law by a court or government agency or by the rules of any relevant stock exchange or regulator.

Restriction on use and disclosure

- 7.2 Each party may only use, or disclose to its professional advisors, investors or financiers (or potential investors or financiers or advisers of such) and officers, employees, agents, contractors and subcontractors on a 'need to know' and confidential basis, any Confidential Information of the other party solely for the exercise of rights, or the performance of obligations under these Terms, or with the prior written consent of the other party.
- 7.3 If either party discloses Confidential Information under clause 8.2, that party must ensure that the information is kept confidential by the person to whom it is disclosed and it is not used or disclosed other than to the extent permitted by this clause 8.

Injunctive relief

- 7.4 Each party acknowledges that:
 - (a) the other party may suffer financial and other loss and damage if any unauthorised act occurs in relation to Confidential Information of the other party, and that monetary damages would be an insufficient remedy; and
 - (b) in addition to any other remedy available at law or in equity, the other party is entitled to injunctive relief to prevent a breach of, and to compel specific performance of clause 8.

De-identified data

- 7.5 Despite any other clause in these Terms, we and our suppliers may use any data which is anonymised or de-identified for any purpose.

8 Privacy

- 8.1 We will collect, use, disclose, store and otherwise handle your Personal Information in accordance with our Privacy Policy.
- 8.2 If you purchase a Package which includes Coaching Services, you consent to:
 - (a) our disclosure of your Personal Information to the Coach to the purpose of the Coaching Services; and
 - (b) the collection by the Coach and us of any Personal Information that you choose to share with the Coach in connection with the Coaching Services (which may include your Sensitive Information if you choose to share this with the Coach), including as part of any recordings, for the purpose of performing our obligations under this agreement and other purposes outlined in our Privacy Policy.
- 8.3 You must:
 - (a) only share Sensitive Information with us or the Coach if it is reasonably necessary for the provision of the Coaching Services; and
 - (b) not share Personal Information about any other person with us or the Coach unless you have their consent to do so.

9 Termination

- 9.1 Either party may immediately terminate these Terms (including the licence granted in clause 4.1) by notice in writing to the other party if the other party commits a material breach and such breach is incapable of remedy, or such breach is capable of remedy but the breaching party fails to remedy that breach within 14 days of written notice to do so.
- 9.2 We may terminate these Terms (including the licence granted in clause 4.1 and any unused Services) for convenience by giving you at least three months' written notice. If these Terms are terminated in accordance with this clause 10.2, your access to the Services will continue until the effective date of termination.
- 9.3 On termination of these Terms, you must cease all use of the Platform and Content.
- 9.4 If you terminate these Terms in accordance with clause 10.1 or we terminate these Terms in accordance with clause 10.2, you will be entitled to a pro rata refund of any Coaching Services included in your Package paid for but not used as at the effective date of termination.

10 Limitation of Liability

- 10.1 Nothing in these Terms is intended to exclude, restrict or modify rights, guarantees and remedies that may be conferred on you under the *Competition and Consumer Act 2010* (Cth) or any other legislation that cannot be excluded, restricted or modified. The Services come with statutory guarantees under consumer protection laws that cannot be excluded.

- 10.2 Subject to clauses 11.1, 11.3 and 11.4 and to the maximum extent permitted by law, our (including our officers, employees, agents, contractors and subcontractors) maximum aggregate liability to you in connection with these Terms, whether in contract, tort (including negligence) or otherwise, is limited to the Fees paid by you under these Terms.
- 10.3 Subject to clause 11.1 and 11.4, we (including officers, employees, agents, contractors and subcontractors) will not be liable, whether in contract, tort (including negligence) or otherwise, for any Consequential Loss, suffered by you in connection with these Terms.
- 10.4 The limitations of liability in this clause 11 do not apply to our liability for death or personal injury caused by negligence, or fraud or wilful misconduct.
- 10.5 Our liability to you in connection with these Terms will be reduced proportionately to the extent that your loss or damage was caused or contributed to by your acts or omissions.

11 General

- 11.1 (**Governing law and jurisdiction**) The laws of Queensland govern these Terms. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.
- 11.2 (**Assignment**) You must not assign, in whole or in part, or novate your rights and obligations under these Terms without our prior written consent.
- 11.3 (**Costs**) Each party must pay their own costs in relation to performing its obligations under these Terms.
- 11.4 (**No agency**) Unless expressly stated otherwise, these Terms do not create a relationship of employment, trust, agency or partnership between the parties.
- 11.5 (**Severance**) A clause or part of a clause of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining clauses or parts of the clause of these Terms continue in force.
- 11.6 (**Waiver**) A right under these Terms may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.
- 11.7 (**Entire agreement**) To the extent permitted by law, these Terms contain the entire agreement between you and us in relation to their subject matter.
- 11.8 (**Survival**) The provisions in these Terms which by their nature should survive termination of these Terms shall survive such termination.

12 Definitions and interpretations

Definitions

- 12.1 In these Terms:

Business Day means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.

Coaching Period has the meaning given in clause 5.2(b).

Coaching Services has the meaning given in clause 5.1.

Confidential Information means all information of a party that is disclosed to the other party, which by its nature is confidential, is designated as confidential or ought to reasonably be considered to be confidential based on its content or manner of its disclosure, including, in the case of us, information relating to our business and affairs (including our officers, employees, agents, contractors and subcontractors), our technology, Content, trade secrets, know-how and information of a commercially sensitive nature. Confidential Information does not include any information to the extent that the

information was in or enters the public domain, other than through a breach of confidentiality obligations or these Terms.

Consequential Loss means any loss, damage or liability suffered or incurred by a party which does not arise naturally (that is, according to the usual course of things) from the event giving rise to the loss, damage or liability, and includes loss of business opportunities, loss of revenues, loss of profit, loss of actual or anticipated savings, loss of reputation and loss of data.

Content has the meaning given in clause 1.1(a).

Fees means the fees payable to you in respect of the Services relevant to your selected Package.

Forum has the meaning given in clause 4.7.

Intellectual Property Rights means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design, registered or unregistered plant breeder's right, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin or other proprietary right, or right of registration of such rights.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Package means the service package you have purchased through our Website.

Platform means the 'Abundant Redundant' personal development and life coaching online platform, access to which is provided by us to you under these Terms.

Purpose has the meaning given in clause 4.1.

Sensitive Information has the meaning given in the *Privacy Act 1988* (Cth).

Services has the meaning given in clause 1.1.

Third Party Content means any content, information, data, product, service or other materials provided directly or indirectly by third parties.

User Credentials has the meaning given in clause 4.4

Website means any publicly accessible, interlinked web pages developed by Abundant Redundant®

Interpretation

- 12.2 In these Terms:

- the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;
- this document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself; and
- a reference to a party is a reference to us or you, and a reference to the parties is a reference to both us and you.