

TALKINGWISE – WEBSITE TERMS OF USE

This website (**Site**) is operated by Tone Pitman trading as TalkingWise (ABN: 97 986 022 981) (**we, our** or **us**). It is available at: www.talkingwise.com and may be available through other addresses or channels.

How you consent to these terms of use

If you access and/or use our Site, you are taken to have agreed to these terms of use (**Terms**). Please read these Terms carefully – if you don't agree to them, then you must cease using our Site immediately.

When we make changes to these terms of use

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Site. We recommend you check our Site regularly to ensure you are aware of our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Privacy

We respect your privacy and understand protecting your personal information is important. Our Privacy Policy (available on our Site) sets out how we will collect and handle your personal information.

Your licence to use our Site

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

Conduct we don't accept

When you use our Site, we expect you to abide by a certain standard of behaviour. You must not do or attempt to do anything that is unlawful, which is prohibited by any laws applicable to our Site, which we would consider inappropriate or which might bring us or our Site into disrepute. This includes:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user of our Site;
- (d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without

limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;

- (e) using our Site to send unsolicited electronic messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

Competitors are excluded from using our Site

You are prohibited from using our Site, including our Content, in any way that competes with our business.

Our Site is for your personal use only

We've designed our Site for you to use it personally, and not on a commercial basis. You must not use our Site, or any of our Content, for your commercial purposes, including, for example, to advertise your own business or for any other revenue generation activity.

Information

Please note that our Content is information only, is not comprehensive and is for general information purposes only. Our Content is not advice, and is no substitute for professional care or advice. You cannot rely on it as such. We use reasonable attempts to ensure the accuracy and completeness of our Content, we provide our Content in good faith, make no representation or warranty in relation to it, and are not liable for any loss arising from reliance on our Content.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site, all of our Content and any copyright, registered or unregistered designs, patents or trade mark rights and domain names (**Our Intellectual Property**). Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to Our Intellectual Property. You must not:

- (a) copy or use, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; or
- (c) breach any intellectual property rights connected with Our Intellectual Property, including (without limitation) altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or platform, or creating derivative works from Our Intellectual Property.

Content you upload

We encourage you to interact with our Site! You may be permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**) on our Site. If you make any User Content available on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use

the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (a) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Third party sites

Our Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites.

What happens if we discontinue our Site

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or our Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

Our liability is limited

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present,

unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of Our Intellectual Property and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Terminating these terms

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Dealing with a problem

If you would like to give us feedback, please contact us – we appreciate your input. In the event of any dispute arising from, or in connection with, these Terms (Dispute), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by someone with authority to reach a resolution, meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation. Nothing in this clause will operate to prevent a party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If a part of these Terms isn't right

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Which laws govern these terms of use

Your use of our Site and these Terms are governed by the laws of Tasmania. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating

in Tasmania and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

For any questions and notices, please contact us at:

Tone Pitman trading as TalkingWise ABN 97 986 022 981

Email: tornapitman@gmail.com

Last update: 22 March 2021

© [LegalVision](#) ILP Pty

