

Website Terms of Use

This Website is operated and owned by Little Sparklers Pty Ltd ABN 76 627 202 984 ("Little Sparklers Pty Ltd"). Your access to and use of the Website is subject to these Terms of Use. Use of the Website indicates your acceptance of these Terms of Use. We may update these Terms of Use from time to time, and your continued use of the Website constitutes acceptance by you of any updates. Please read these Terms of Use carefully before using the Website.

1. Definitions

In these Terms of Use the following words and phrases shall have the following meanings, unless the context otherwise requires:

- (a) "Little Sparklers" means Little Sparklers Pty Ltd ABN 76 627 202 984;
- (b) "Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, software, business and domain names, inventions and other results of intellectual activity related to or connected with the Website and Software;
- (c) "Service" means the provision of the Website;
- (d) "Software" means the software owned or licensed by Little Sparklers Pty Ltd which forms part of the Website and includes any software which is required by, relevant to, or used in conjunction with the Website including but not limited to all object and source codes, copyright, inventions, discoveries, novel designs whether or not registrable as designs or patents, including any invention of or development or improvements to equipment, technology, methods or techniques relating to the software;
- (e) "Website" means www.thebeyondsleeptrainingproject.com and all parts and pages of it;
- (f) "us" means Little Sparklers Pty Ltd and 'we' or 'our' shall be interpreted accordingly;
- (g) "you" means the person or entity that accesses the Website and 'your' shall be interpreted accordingly.

2. Access

- (a) Your use of this Website is by non-exclusive licence granted by Little Sparklers Pty Ltd strictly in accordance with these Terms of Use.
- (b) You acknowledge and agree with Little Sparklers Pty Ltd that you will not, as a result of being granted a non-exclusive licence, acquire any rights (including without limitation Intellectual Property Rights) in the Software or the Website other than the non-exclusive rights granted in accordance with these Terms of Use.
- (c) The Website is available only to, and may only be used by, individuals who can form legally binding contracts under their applicable law. Without limiting the foregoing, our services are not available to and may not be used by persons under 18 years of age. If you do not qualify, please do not use our services.
- (d) In order to use this Website, you require the equipment and connections necessary to access the World Wide Web. Without limitation, you are responsible for:

- (i) the provision of any such connection or access to the World Wide Web;
 - (ii) the payment of any fees associated with such connection or access (such as those charged by an internet service provider or other online service); and
 - (iii) the provision of all equipment necessary for you to make any such connection to the World Wide Web, including a computer and a modem.
- (e) The Website is controlled and operated by us from our offices in Australia. We have used our best endeavours to ensure that the Website complies with Australian laws. However, we make no warranties that the Website is appropriate or available for use in locations outside Australia.

3. System Integrity & User Conduct

- (a) You must not use the Website to:
- (i) impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
 - (ii) input, upload, post, disclose or transmit any material that is defamatory, obscene, indecent, lewd, pornographic, violent, abusive, insulting, threatening, harassing or misleading or deceptive;
 - (iii) input, upload, post, disclose or transmit any material which is subject to Intellectual Property Rights of Little Sparklers Pty Ltd or any third party or breaches any duty of confidence or contractual obligation owed to Little Sparklers Pty Ltd or any third party;
 - (iv) input, upload, post, disclose or transmit any material that is unlawful or violates any law;
 - (v) send junk, obscene, indecent, offensive or threatening electronic mail or electronic mail in contravention of the *Spam Act 2003* (Cth) to any person or company;
 - (vi) download and store electronically, reproduce, transmit, display, copy, distribute or use the Software or any materials contained in the Website;
 - (vii) upload any files that contain viruses, Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operation of the Website or another's computer or property of another;
 - (viii) sub-license, rent, lease, transfer or attempt to assign the rights in the Website or the Software to any other person and any dealing in contravention of this sub-clause shall be ineffective;
 - (ix) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Website;
 - (x) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;
 - (xi) interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;

- (xii) attempt to gain unauthorised access to the Website or computer systems or networks connected to the Website through any means;
 - (xiii) commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
 - (xiv) collect, store, input, upload, post, disclose or transmit personal information or data about others, including, without limitation email addresses; or
 - (xv) breach the *Privacy Act 1988* (Cth) as amended, or the National Privacy Principles;
 - (xvi) contravene or breach any applicable state, Commonwealth or international law, convention or regulation.
- (b) You acknowledge and agree that you must not:
- (i) use the Website for any purpose other than the purpose for which it was designed and intended;
 - (ii) commit or permit any act which may interfere with the use of the Website by any other user;
 - (iii) tamper with, hinder the operation of or make unauthorised modifications to the Website or any part thereof;
 - (iv) damage or modify the Software or the Website or any part thereof;
 - (v) reverse engineer, decompile or disassemble the Software or the Website or any part thereof;
 - (vi) copy, republish, frame, download, transmit, rent, lease, loan, sell, distribute, licence or sublicense the Software or any content within the Website or any part thereof; or
 - (vii) modify, alter, adapt, disassemble, reverse engineer, decompile or amend the Software or any content within the Website or any part thereof in any way.
- (c) You must not without prior written consent of Little Sparklers Pty Ltd which shall be given, given with conditions or withheld at Little Sparklers Pty Ltd's absolute discretion affix or otherwise display your name or logo on the content of the Website or any other website in a way that suggests a direct or indirect association with Little Sparklers Pty Ltd and/or any content provider to the Software or the Website.

4. Links & Advertising

- (a) This Website may contain links to third party websites. Those websites are not under the control of Little Sparklers Pty Ltd and Little Sparklers Pty Ltd is not responsible for the content of the links contained in those websites or any webcasting or other transmission received from any such websites.
- (b) Neither Little Sparklers Pty Ltd nor its officers, directors, employees, agents, or related bodies corporate recommend or endorse the content of any third party websites which may be linked to or from the Website, or Services or services of any third party organisations mentioned or described on this Website or linked to

or from this Website. You acknowledge that you enter any third party websites at your own risk.

- (c) The Website may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither Little Sparklers Pty Ltd nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the Website, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If you choose to order Services or service advertised by a third party on the Website, you do so at your own risk.
- (d) You must not link the Website from any other website not owned or operated by Little Sparklers Pty Ltd without prior written consent from Little Sparklers Pty Ltd.

5. Intellectual Property Rights

- (a) The information, names, text materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Website (the "Content") is protected by Intellectual Property Rights.
- (b) The Content, the Software and the Website are protected by Intellectual Property Rights. You acknowledge that Little Sparklers Pty Ltd is the owner of these rights, with our affiliates or other third party licensors.
- (c) All Services and company names and logos contained within the Website are the trade marks, service marks or trading names of their respective owners, including Little Sparklers Pty Ltd.
- (d) You acknowledge and agree that no right, title or interest in any of the Intellectual Property Rights in the Content, the Software or the Website is transferred or granted to you, other than the rights granted expressly by these Terms of Use.
- (e) You agree that:
 - (i) Any Intellectual Property Rights created, formulated or discovered by you through the use or access to the Software or the Website will be the sole and exclusive property of Little Sparklers Pty Ltd;
 - (ii) You will promptly sign all documents and do all things necessary to register, vest or transfer any interest or ownership in the Intellectual Property Rights created under to us.
- (f) The Little Sparklers Pty Ltd logo and name are owned by us, and may not be used as part of your business or in connection with any goods or services without the prior written consent of Little Sparklers Pty Ltd which shall be given, given with conditions or withheld at Little Sparklers Pty Ltd's absolute discretion.

6. Relationship

- (a) Your use of the Website or your completion of any forms or tables on the Website does not automatically create a relationship of any sort between you and Little Sparklers Pty Ltd, including that of client and agent.

7. Information Provided and Privacy

- (a) The following applies to any information that you provide to Little Sparklers Pty Ltd:

- (i) You authorise us to use, store or otherwise process any information including personal information which relates to and/or identifies you, including, but not limited to, your name, company or business name, email address and postal address ('the Personal Information'), to the extent reasonably necessary for the provision of any goods and services requested by you.
- (ii) You must ensure that the Personal Information you provide to us and that all registration details (where applicable) contain your correct name, address, e-mail address and other requested details.
- (iii) By accepting these Terms of Use, you agree to the processing and disclosure of the Personal Information for the purpose of us providing the goods and services requested by you. If you would like to review or modify any part of your Personal Information then you should contact us.
- (iv) For further information as to how we deal with your Personal Information, please see our Privacy Policy.

8. Warranties

- (a) Little Sparklers Pty Ltd does not warrant that:
 - (i) The Software or the Website will provide any function for which it is not specifically designed;
 - (ii) The Software or the Website will provide any minimum level of performance;
 - (iii) The Software or the Website will be virus free or free of performance anomalies or be operational without interruption.
- (b) You warrant to us that at the time of entering the Website, you were not relying on any representation made by us.
- (c) Except as expressly provided to the contrary, and to the extent permitted by law, We make no representations or warranties of any kind, express or implied as to the operation of your access to or the results of your access to the Software or the Website (including any related or linked websites) or the correctness, accuracy, timeliness, or completeness or reliability of the information, content, materials or Services included on the Website.

9. Disclaimer and Limitation of Liability

- (a) To the extent permitted by law, the Website is provided by Little Sparklers Pty Ltd on an "as is" basis without any express or implied warranty of any kind.
- (b) The Software or the Website may contain inaccuracies or typographical errors.
- (c) The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Website may be intercepted, used or modified by third parties.
- (d) Little Sparklers Pty Ltd may change any of the material on the Website at any time without notice.
- (e) Little Sparklers Pty Ltd makes no commitment to update any material on the Website.

- (f) You are responsible for assessing the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of the material on or accessible through the Website.
- (g) You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from your use of the Website or the material on or accessible through the Website.
- (h) Where the laws of any country or state in which these Terms of Use are effective implies into these Terms of Use any term, condition or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying them, then the term, condition or warranty shall be deemed to be included in these Terms of Use provided that the liability of Little Sparklers Pty Ltd, its officers, directors, employees, agents and related bodies corporate for a breach of any such term, condition or warranty, including any economic or consequential loss which you may sustain shall be limited to the supply of the Services again or \$10.00, whichever is the lesser.
- (i) You release Little Sparklers Pty Ltd and its officers, directors, employees, agents or related bodies corporate from its liability for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use or reliance on the material or information available on or accessible through the Website, even if Little Sparklers Pty Ltd has been advised of the likelihood of such damages and whether or not caused by any negligent act or omission.
- (j) Without limiting clause 9(i), you release us from any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on, the Software or the Website, whether or not caused by any negligent act or omission including but not limited to:-
 - (i) loss of use, data or profits on any theory of liability arising out of or in connection with the use of or the inability to use the Software or the Website;
 - (ii) your reliance on the Software or the Website;
 - (iii) the statements or actions of any employee or agent of Little Sparklers Pty Ltd;
 - (iv) any unauthorised access to or alteration of your transmissions or data;
 - (v) any information that is sent or received or not sent or received;
 - (vi) any failure to store or loss of data or files or other content;
 - (vii) your fraudulent, negligent or otherwise unlawful behaviour;
 - (viii) any delay or interruption of the Software or the Website;
 - (ix) any loss incurred as a result of a third party obtaining your access details, either with or without your knowledge;
 - (x) any loss or damages in relation to the supply of services on or in relation to this Website and any advertisement placed on the Website or information made available on the Website.

10. Indemnity

- (a) You agree to indemnify and hold harmless Little Sparklers Pty Ltd, and its officers, directors, shareholders, employees, consultants, agents, and related bodies corporate from and against all losses, damages, expenses and costs (including solicitor client costs on a full indemnity basis) and all third-party claims, liability, losses, damages, expenses and costs arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified in relation to or in connection with your use of the Website or the Software or your failure to comply with these Terms of Use, or from your violation of any applicable law.

11. Upgrades

- (a) You acknowledge and agree that these Terms of Use apply to updates, supplements, add on components, or internet based services components of the Software and the Website together with any other terms along with the update, supplement, add on component or internet based services components which Little Sparklers Pty Ltd provides.
- (b) Little Sparklers Pty Ltd reserves the right to discontinue any internet based services provided to you or made available to you through the use of the Software and the Website at any time.

12. Breach and Termination

- (a) If Little Sparklers Pty Ltd reasonably considers that you are using the Website in breach of these Terms of Use, Little Sparklers Pty Ltd reserves the right to remove any infringing data, file, content or material from the Website and Little Sparklers Pty Ltd shall have no liability to you.
- (b) Little Sparklers Pty Ltd reserves the right to deny you access to, or use of, all or part of the Website, without prior notice, if you engage in any conduct that Little Sparklers Pty Ltd believes, in its sole discretion:
 - (i) violates any term or provision of these Terms of Use or any other terms or policies of Little Sparklers Pty Ltd in place from time to time; or
 - (ii) violates the rights of Little Sparklers Pty Ltd or any third party; or
 - (iii) is otherwise inappropriate for continued access and use of the Website.
- (c) Little Sparklers Pty Ltd may terminate your right to access to, or use of, all or part of the Website, immediately on written notice to you if you:
 - (i) commit a material breach of these Terms of Use, which is capable of remedy, and you fail to remedy the breach within a reasonable time of a written notice to do so; or
 - (ii) commit a material breach of these Terms of Use which cannot be remedied; or
 - (iii) are repeatedly in breach of these Terms of Use; or
 - (iv) are the subject of a bankruptcy order, or become insolvent, or make any arrangement or composition with or assignment for the benefit of your creditors, or if you go into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over your assets.
- (d) On termination or expiry of these Terms of Use your right to use the Website shall cease.

- (e) Termination of your access to the Website shall be without prejudice to the rights of the parties accrued before termination. All restrictions imposed on you, disclaimers and limitations of liability set out in these Terms of Use will survive termination.

13. General

- (a) Publication of electronic addresses on this Website is for the purpose of professional communication only and must not be used to infer consent to the receipt of unsolicited commercial electronic messages.
- (b) Little Sparklers Pty Ltd may from time to time amend, update, or change the Website, including these Terms of Use, without prior notice.
- (c) Little Sparklers Pty Ltd shall not be liable by reason of the failure in the performance of obligations under the Terms of Use by reason of strikes, riots, fire, explosion, acts of God, governmental action, or any other cause which is beyond the reasonable control of Little Sparklers Pty Ltd, including any form of technological failure or the actions of third parties.
- (d) These Terms of Use constitute the entire agreement between you and Little Sparklers Pty Ltd with respect to this Website, and the Terms of Use replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Website.
- (e) No oral explanation or information provided by a party to another affects the meaning or interpretation of these Terms of Use or constitutes any collateral agreement, warranty or understanding.
- (f) If any provision of these Terms of Use is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of the Terms of Use shall remain in full force and effect.
- (g) The failure by Little Sparklers Pty Ltd to insist upon or enforce strict performance of any of these Terms of Use will not be construed as a waiver of any right or remedy of Little Sparklers Pty Ltd in respect of any existing or subsequent breach of these Terms of Use.
- (h) No waiver by a party of a provision of these Terms of Use is binding unless made in writing.
- (i) The law of South Australia govern these Terms of Use. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of South Australia and the Commonwealth of Australia for any cause of action relating to or arising under these Terms of Use.
- (j) Little Sparklers Pty Ltd operates the Website in Australia. Information contained on the Website may not be appropriate or available for use in other locations. If you access the Website from other locations, you do so at your own initiative and you are solely responsible for compliance with local laws.
- (k) Where possible, the obligations of the parties under these Terms of Use will indefinitely survive the finalisation or discontinuance of these Terms of Use.
- (l) These Terms of Use shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

- (m) The parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under these Terms of Use.
- (n) The rights and remedies of a party to these Terms of Use are in addition to the rights or remedies conferred on the party at law or in equity.
- (o) The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.