

## Stridez Client Agreement

**Effective starting 6 June 2016**

The Stridez Client Agreement (the "Agreement") is between You ("You") and Logical Results Pty Ltd Trading as Stridez (ABN 35 089 524 390) ("Stridez").

Registered Business Address: 7 Roslyn Avenue, Roseville NSW 2069.

**By clicking on the "Register" and "Login" (or similar button) that is presented to You at the time of Your registration, or by using or accessing the Stridez Services, You indicate Your assent to be bound by this Agreement.**

**Users who violate these terms may have their access and use of the Stridez Services suspended or terminated, at Stridez's discretion.**

The Stridez Services are defined as application and services offered by Stridez, including an on-line interactive web application, content there in, web site and social media and coaching services. These are accessed through the internet and any mobile or other interface that allows You to access such application (collectively "Stridez Services").

1. **The Scope of the Agreement.** This Agreement governs Your initial purchase as well as any future purchases made by You regarding the Stridez Services.
2. **Eligibility.** If You are under the age of 18 or the age of majority as that is defined in Your jurisdiction, You must use the Stridez Services under the supervision of a parent, legal guardian, or other responsible adult.
3. **Account Registration.** You will need to register for a Stridez account in order to gain access to the Stridez Services. Any registration information that You provide to us must be accurate, current and complete. You must also update Your information so that we may send notices and other information to You by email.
4. **Coaching Session.** You can access our coaches for a one-on-one assistance if You need personalised assistance. Each Coaching Session will be for a period up to 30 minutes. You can book Your Coaching Session using the Stridez Services. You will be notified of Your selected coach's ("Nominated Coach") contact details on successful payment for the session. No refunds are available as it is expected that You reschedule the session if you cannot make it. You can re-schedule a session directly with Your Nominated Coach for up to 48 hours prior to the scheduled session. You will forfeit the fees paid if You cancel within 48 hours of the scheduled session.
5. **Update of Terms.** Stridez may revise these terms at any time by posting an updated version to this web application. You should visit this page periodically to review the most current terms. Your continued use of the Stridez Services after being notified of any update to the terms will be deemed to be your acceptance of the updated terms.
6. **Your Access Rights.** Stridez gives You access to content, tools, wizards and hosting services in accordance with this Agreement. This access will be valid on successful registration with Your email address and the processing of Your payment for the web application.
7. **Access Fee.** Access to Stridez is provided on payment of a one off Access fee of \$96 You will not be entitled to any credits or refunds of this fee or Referral Credits accrued.

8. **Use of Gift Vouchers.** Your access will be valid on successful registration using Your email address and quoting the gift voucher number during the payment process. You will receive this number by email when a third party nominates You as the recipient of a gift voucher. You will not be entitled to any credits or refunds from the gift voucher.
9. **Referral Credit.** You will accumulate a referral credit of 20 for every individual You refer who successfully pays the access fee to Stridez. The Referral Credits will only accumulate when an access fee is purchased by the person You referred. The Referral credits can only be redeemed for purchase of a Coaching Session. Referral credits cannot be redeemed for money. Referral Credits will expire after three years from when You first acquired them. Referral Credits cannot be used for partial payment.
10. **Use of Referral Credits for Coaching Sessions.** You can access a Coaching Session by using 65 Referral Credits during the payment process. You will need to have the total number of Referral Credits required to purchase a Coaching Session and cannot use Referral Credits for partial payment.
11. **Credentials.** You must ensure that You keep Your user ID and password strictly confidential and not share such information with any unauthorised person. The user ID is granted to You as a named person and must not be shared. You are responsible for any and all actions taken using Your account and password and You agree to immediately notify Stridez of any unauthorised use of the Stridez Services which You become aware.
12. **Security.** Stridez implements security procedures to help protect Your information from security attacks and breaches. However, You understand that use of the Stridez Services necessarily involves transmission of Your information over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your information lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your information will always be secure or that unauthorised third parties will never be able to defeat our security measures or those of our third party service providers.
13. **Use of Stridez Content.** (a) Stridez authorises You to view and access the content available on the Stridez Services solely for Your personal use. (b) The contents of the Stridez Services, such as designs, text, graphics, images, video, information, logos, button icons, video files and other Stridez content (collectively, "Stridez Content"), are the property of Stridez. . (d) Unauthorized use of the Stridez Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the original Stridez Content on any authorized copy You make of the Stridez Content. (e) You agree not to sell or modify the Stridez Content or copy, reproduce, download display, publicly perform, distribute, or otherwise use the Stridez Content in any way or form, in whole or in part. (f) You further agree to in no other way misuse Stridez Content that appears on the Stridez Services. (g) Any code that Stridez creates to generate or display any Stridez Content or the pages making up any Stridez Site is also protected by Stridez copyright and You may not copy or adapt such code. (h) Unless explicitly stated in this Agreement, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time without notice and with or without cause.

14. **Restrictions on Stridez Services.** You shall not violate or attempt to violate the security of any Stridez Services, including without limitation, the following activities: (1) accessing data not intended for You or logging into a server or account which You are not authorised to access. (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation (3) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to any Stridez site, overloading, "spamming", "mailbombing", "flooding", or "crashing"; or (4) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil and/or criminal liability. Stridez will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.
15. **Other prohibited activities.** You agree not to (1) take any action that imposes an unreasonable or disproportionately large load on any Stridez Service's infrastructure; (2) reverse engineer or decompile any parts of the Stridez Services; (3) solicit passwords or personally identifiable information from other users; (4) use the Stridez Services for any unlawful purpose or to engage in any illegal activity;
16. **Deletion of information at end of Subscription Term.** We may remove or delete Your information within a reasonable period of time after the termination of Your Subscription Term.
17. **Returns/refunds policy.** Stridez is a pay as you go service and we do not issue refunds or returns for the Subscription Terms.
18. **Delivery.** We will give You access to the Stridez Services as soon as Your payment is processed successfully.
19. **Term of Agreement.** This Agreement is in effect for as long as You have a valid "Subscription Term"
20. **Representations.** Stridez cannot guarantee and does not promise any specific results from use of any Stridez Sites and coaching services.
21. **Contents.** Stridez encourages You to keep a back-up copy of any of Your content. In no event shall Stridez be liable for the deletion, loss, or unauthorised modification of any of Your content.
22. **Warranty Disclaimer.** (a) Stridez does not exclude any rights and remedies in respect of goods or services under the Competition and Consumer Act 2010 (Cth) or equivalent State or Territory legislation which cannot be excluded, restricted or modified. However, Stridez excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from Your use of the Stridez web application and website whether based in statute, common law or otherwise to the extent permitted by law. (b) No advice or information, whether oral or written, obtained by You from Stridez web application or website or coaches shall create any warranty other than warranties implied by law or expressly stated herein. (c) **SUBJECT TO LAW AND TO THE FULLEST EXTENT POSSIBLE:** (1) Stridez does not warrant the accuracy of the content on the Stridez web application and web site. The content is provided to You "as is" and on an "as available" basis and on the condition that You undertake all responsibility for assessing the accuracy of the content and rely on it at Your own risk. All content on the Stridez web application and web site may be changed at sole discretion of Stridez and without notice; (2) STRIDEZ DOES NOT WARRANT THAT ANY

STRIDEZ WEB APPLICATION AND WEB SITE OR ANY STRIDEZ SERVICES WILL OPERATE ERROR-FREE OR THAT ANY STRIDEZ SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. STRIDEZ SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF STRIDEZ. STRIDEZ MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE STRIDEZ CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, LINKS OR ABOUT NON-INFRINGEMENT AND THAT ANY STORED INFORMATION WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED INFORMATION WILL NOT BE LOST OR CORRUPTED (3) Stridez will have no responsibility or liability in relation to any loss or damage that You incur, including damage to Your software or hardware, arising from Your use of or access to Stridez Services subject only to paragraph (5) of this provision or clause 23. (4) Stridez does not warrant that functions contained in the content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that Stridez web application and website or the server that makes it available, are free of viruses or bugs. (5) Liability of Stridez, for any breach of a term or condition implied by law is limited at the discretion of Stridez, to the supply of any service again or the payment for the cost of having any service supplied again.

23. **Disclaimer of Consequential Damages.** EXCEPT TO THE EXTENT REQUIRED BY LAW, IN NO EVENT SHALL STRIDEZ, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON ANY STRIDEZ SITES BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE STRIDEZ AND THE STRIDEZ CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STRIDEZ IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
24. **Limitation of Liability.** SUBJECT TO LAW, STRIDEZ'S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH STRIDEZ OR STRIDEZ SITES OR YOUR USE OF THE STRIDEZ CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED \$100.00
25. **Links to Other Sites.** The Stridez contain links to third party web sites. These links are provided solely as a convenience to You and not as an endorsement by Stridez of the contents on such third-party Web sites. Stridez is not responsible for the content of linked third-party sites and does not make any representation regarding the content or accuracy of materials on such third party web sites. If You decide to access linked third-party web sites, You do so at Your own risk.
26. **No Resale or Unauthorised Commercial Use.** You agree not to resell or assign Your rights or obligations under this Agreement.
27. **Indemnity.** You agree to defend, indemnify, and hold harmless Stridez, its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from: (1) Any use of content or other material You provide to any Stridez site; (2) Your use of any Stridez Content; or (3) Your breach of the terms of this Agreement, unless a negligent act or omission of Stridez or breach of this Agreement by

Stridez gave rise to such a claim, action or demand. Stridez shall provide notice to You promptly of any such claim, suit, or proceeding.

28. **Access Outside of Australia.** (1) Stridez makes no claims or representations that the Stridez Content may be lawfully viewed or accessed outside of Australia. (2) Access to the Stridez Content may not be legal by certain persons or in certain countries. If You access Stridez.com.au or other Australian-based Stridez sites from outside of the Australia, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. (3) Any software downloaded from any Stridez site is further subject to Australian export control laws and may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to any individual or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. (4) By downloading or using such software, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country, individual, or entity on any such list.
29. **Mobile Services.** If You use Stridez Services through a mobile device, You agree that information about Your use of the Stridez Services through Your mobile device and carrier may be communicated to us, including but not limited to Your mobile carrier, Your mobile device, or Your physical location. In addition, use of the Stridez Sites through a mobile device may cause data to be displayed on and through Your mobile device. By accessing the Stridez Services using a mobile device, You represent that to the extent You import any of Your Stridez data to Your mobile device that You have authority to share the transferred data with Your mobile carrier or other access provider. You acknowledge You are responsible for all charges and necessary permissions related to accessing the Stridez Services through Your mobile access provider. Therefore, You should check with Your provider to find out if the Stridez Services are available and the terms for these services for Your specific mobile devices.
30. **Jurisdiction.** This Agreement is governed by the laws of the state of New South Wales, Australia, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the state or federal courts within New South Wales, Australia.
31. **Severability.** If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.
32. **Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Further, Stridez's failure to enforce any term of this Agreement shall not be deemed as a waiver of such term or otherwise affect Stridez's ability to enforce such term at any point in the future.
33. **Entire Agreement.** This Agreement constitutes the entire agreement between You and Stridez with respect to the use of the Stridez Services. No changes to this Agreement shall be made except by a revised posting on this page.
34. **Term and Termination.** If You breach any of these terms (1) Stridez will have grounds to issue a termination notice to You via email. A termination notice will be issued only where it is reasonably practicable for Stridez to do so. If it is not reasonably practicable to issue You with a termination notice, Your use of the Stridez Services may be terminated without notice

to You; (2) Your account may be suspended from the time the termination notice is issued until Your account is either terminated in accordance with this clause 35.1 or Stridez withdraws its notice of termination; (3) the termination notice will set out details of the alleged breach; and if: (i) Your breach is unable to be remedied; or (ii) You do not respond to the termination notice within 10 days; or (iii) You fail to remedy the breach, Stridez will terminate Your use of the Stridez services.

35. **Survival.** Even after You are no longer a user of the Stridez web application certain provisions of these Terms will remain in effect, including sections 12 and 14 through to 35 inclusive.
36. **Privacy Policy.** Stridez is committed to compliance with local data protection and privacy legislation in all jurisdictions in which it operates. Stridez will use its reasonable endeavours to ensure that all information held by Stridez is stored in accordance with such legislation. Stridez recognises the responsibility it has to all its clients to maintain the highest standards of integrity and efficiency when handling personal information. A key building block of personal data protection and privacy legislation is using data relating to clients for the purpose or purposes of which they are aware and would reasonably expect. It is the building block which underpins the following principles and commitments to which Stridez adheres. (1) **Collection.** Stridez will collect personal information in a fair and lawful manner, and not in an unreasonably intrusive way. The Information Stridez collects includes but not limited to: (i) Site activity data. Each time a visitor comes to the Stridez website and Stridez web application, Stridez web server collects and logs certain information. These access logs are kept for a reasonable period of time. These logs include, but are not restricted to Your machine's TCP/IP address, Your username (if applicable), date, time and files accessed. These logs are used solely for performance, site administration and security reviews. They are not sold or shared in any way to third party organizations. (ii) Cookies. Parts of the Stridez web application and website may use cookies only for security and authentication purposes. This information is used solely to maintain Your computer's session to the Stridez server. This information is not shared or sold to third party organizations for any purpose. (iii) Personal Information such as Your name and email address is collected only when You register to subscribe to Stridez or voluntarily provide it. Personal information will not be sold to any third parties. (iv) Personal information in the use of Stridez. This information will not be sold or passed on to any third parties. Confidentiality will be maintained at all time with regard to this personal information. (2) **Use and Disclosure.** Stridez will generally collect personal information for the primary purposes of maintaining client records, invoicing, marketing activities and marketing planning. When required by law, this information will be released to the relevant authorities upon proper application. All clients will have the opportunity to opt out from receiving marketing material including those sent by email. (3) **Data Security.** The servers on which Your personal information in the Stridez web application is stored are kept in a controlled environment. While Stridez takes reasonable efforts to guard Your personal information, no security system is impenetrable and due to the inherent nature of the internet as an open global communications vehicle, Stridez cannot guarantee that information, during transmission through the internet or while stored on Stridez's systems or otherwise in Stridez's care, will be absolutely safe from intrusion by others, such as hackers. Where data is transferred over the internet as part Your activity on Stridez the data is encrypted using industry standard SSL (HTTPS). (4)

**Openness, Access and Correction.** This privacy policy is available on Stridez website or on request from Stridez by contacting us on [support@stridez.com.au](mailto:support@stridez.com.au)