



## PRIVACY POLICY AND TERMS & CONDITIONS

### PRIVACY POLICY AND TERMS AND CONDITIONS FOR PURPOSEEEK PTY LTD.

Welcome, and thank you for your interest in the website [www.purposeseek.au](http://www.purposeseek.au) (the "Website") referred to in these Terms of Service as "Purposeek", "us", "our" or "we". Purposeek is owned and operated by PURPOSEEEK PTY LTD, and for the purposes of this Agreement and our Privacy Policy any use of the terms "Purposeek", "us", "our" or "we" includes Purposeek Method, Programs and Online Courses and , without limitation. Unless otherwise specified, all references to our services (the "Service" or "Services") include the content, services, courses, programs, instruction and Products available through the Purposeek Website, as well as any software that Purposeek may provide to you that allows you to access the Services or use our Products. The term "user", "you" or "your" refers to the user of the Service, including visitors that do not register for a course or program. The following Terms of Service are a legally binding contract between you and Purposeek regarding your use of the Service.

Please read the following Terms of Service ("Terms" or "Agreement") carefully before accessing or using any of the Services. Each time you access or use our Services or purchase something from us including, without limitation, any courses and programs, you, and if you are acting on behalf of a third party or your employer, such third party or employer, agree to be bound by these Terms of Service and our Privacy Policy whether or not you register with us. If you do not agree to be bound by all of these Terms, you may not access or use our Service. PURPOSEEEK may change this Agreement at any time by posting an updated Terms of Service on this site. If any amendment to these Terms is unacceptable to you, you shall cease using this Site. If you continue using the Site, you will be conclusively deemed to have accepted the changes.

PURPOSEEEK is under no obligation to accept any individual as a user and may accept or reject any registration in its sole and complete discretion.

#### **1. Community guidelines**

PURPOSEEEK community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Website, you agree to comply with these community guidelines and that:

You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose.

You will not upload, post, email, transmit, or otherwise make available any content that:

- infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
- is defamatory, indecent, obscene, pornographic, sexually explicit, invasive of another's privacy, promotes violence, or contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, and/or sexual orientation/gender identity; or
- discloses any sensitive information about another person, including that person's email address, postal address, phone number, credit card information, or any similar information.

You will not "stalk," threaten, or otherwise harass another person;

You will not spam or use the Websites to engage in any commercial activities;

If you post any comment, you will stay on topic;

You will not access or use the Websites to collect any market research for a competing business;

You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;

You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

If at any time you are in breach of any obligation (including those relating to payment), PURPOSEEEK PTY LTD may suspend or terminate the supply of services to you and any of its other obligations under the terms and conditions. PURPOSEEEK PTY LTD will not be liable to you for any loss or damage you suffer because PURPOSEEEK PTY LTD has exercised its rights under this clause.

## **2. Restrictions**

The Website is only available for individuals aged 21 years or older. If you are under the age of majority in your jurisdiction, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

## **3. Copyright & Intellectual Property**

Copyright & trademark laws protect the content of this site. The intellectual property, copyright & trademarks on this site are owned by PURPOSEEEK PTY LTD.

You acknowledge and agree that materials provided to you contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by PURPOSEEEK PTY LTD, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the materials, in whole or in part.

Unauthorized use of the Website content may violate copyright, trademark, and other laws.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Other company, product, and service names located on the Website may be trademarks or service marks owned by others. Nothing on the Website should be construed as granting, by implication, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use.

## **4. Fees and Payment**

As consideration for any purchase, you make on the Website, you shall pay PURPOSEEEK PTY LTD all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby consent to the same. If the mailing address you provided us is in Australia, all payments will be charged and made in Australian dollars. If the mailing address you provided us is outside Australia or any of its possessions or territories, all payments will be charged and made in your local currency.

You must provide current, complete, and accurate billing and credit card information.

If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

Without prejudice to PURPOSEEEK PTY LTD's other remedies at law PURPOSEEEK PTY LTD shall be entitled to cancel all or any part of any order of yours which remains unfulfilled.

## **5. Permission to use testimonials**

If a user provides a testimonial about the PURPOSEEEK PTY LTD or one of our Speakers or Trainers, The PURPOSEEEK PTY LTD may use the testimonial, in part or whole, to promote PURPOSEEEK PTY LTD in any format or medium at any time.

## **6. Refund Policy**

Programs purchased at PURPOSEEEK PTY LTD can be refunded.

A full refund, less a \$50 administration fee, will be given to users who cancel/withdraw their enrolment in writing, 5 working days before the program commencement date.

No refunds will be given if cancellation or withdraw has been communicated to the PURPOSEEEK team 5 or less days prior to the commencement of the Program.

If your refund request is valid and approved, refunds or alternatively a product credit will be issued at our discretion.

If you decide to acquire PURPOSEEEK course or program and decide to withdraw in the middle of the Program and request a refund, we will provide a refund on a pro rata basis. For example, if you have completed 1 module out of 4, you will be refunded 3 quarters of the enrolment fees and if you have completed 3 modules out of 4, you will be refunded 1 quarter of the enrolment fees.

## **7. Privacy Act 1988**

The personal information that is being collected by or on behalf of PURPOSEEEK Pty LTD will be used in the context of registering you in our programs and to facilitate the conduct of that programs.

If you don't provide us with your name and contact details, you will not be able to participate to our Programs.

We may also use your personal information to send you our newsletters and inform you about related products and services offered by PURPOSEEEK Pty LTD.

Your personal information may be disclosed to our partners (such as conference organisers, and information technology providers) and may be transferred overseas for these purposes. We would also like to provide your personal information to our related bodies corporate, affiliates, licensors and licensees, so that they can send you information about their own marketing and success information products and services.

By completing the program's Registration form, you acknowledge that the program may be recorded by PURPOSEEEK Pty LTD using various media and that PURPOSEEEK Pty LTD may sell or give away videos, audio cassettes, photographs and transcripts of the workshops, and use them in its marketing, publicity and advertising programs (both in Australia and overseas). If you would like to access the personal information that PURPOSEEEK Pty LTD holds about you, please contact us. We will generally provide you with access to your personal information. If you provide information about other individuals on this Registration Form (e.g., referrals), please let those individuals know that you have done so.

## **8. GENERAL ADVICE WARNING**

Users should not act on the basis of any information provided at the workshops, or by emails, or in the slide presentations and should seek advice for their specific circumstances. The contents of any products and services have been prepared without taking account of your objectives, financial situation or needs. Because of that you should, before taking any action to acquire any of our products, services or programs, consider whether the product, service or program is appropriate having regard to your own objectives, financial situation and needs. You should obtain your own independent advice relating to the relevant product, service or program and consider it before making any decision about whether to acquire it.

The PURPOSEEEK Programs are not recommended for individuals that are suffering from any form of mental health such as depression or anxiety. If you suffer from any kind of mental health, we recommend that you seek advice from a mental health care specialist before enrolling to our courses and programs.

If at any time we think that your mental health doesn't allow you to register or continue the PURPOSEEEK courses and programs, PURPOSEEEK PTY LTD may suspend or terminate your enrolment to the courses and programs and the supply of services to you and any of its other obligations under the terms and conditions. PURPOSEEEK PTY LTD will not be liable to you for any stress or distress you suffer because PURPOSEEEK PTY LTD has exercised its rights under this clause.

## **9. External Sites**

The Website may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## **10. Disclaimer**

10.1 This material is made available on the understanding that PURPOSEEEK is not engaged in providing any financial advice.

10.2 Information on this product is maintained by the people and organisations it relates to. Before relying on the material, users should independently verify its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate professional advice.

10.3 The material may include views or recommendations of third parties, which do not necessarily reflect the views of PURPOSEEEK, or indicate its commitment to a particular course of action.

10.4 Links to other websites/products are inserted for convenience and do not constitute endorsement of material at those sites, or any associated organisation, product or service.

10.5 The listing of a person or company in any part of this product in no way implies any form of endorsement by PURPOSEEEK of the products or services provided by that person or company.

10.6 To the extent permitted by law, PURPOSEEEK and its respective directors, officers, employees, contractors and agents disclaim all responsibility to you for any loss, liability, claim, expense (including but not limited to legal costs and defense or settlement costs) or damage whatsoever, whether consequential, special, incidental or indirect (including but not limited to loss of profits, trading losses and damages that result from delay, loss or inconvenience) arising out of or in connection with the Content on the product and/ or any omissions from the Content whether in contract, tort (including negligence), statute or otherwise and even if PURPOSEEEK has been advised of the possibility of such damage or loss.

10.7 Participating in PURPOSEEEK program does not guarantee any outcome related to purpose, life and/or career.

10.8 PURPOSEEEK is not, under any circumstances, responsible or liable if you don't find your purpose or your next career move.

10.9 PURPOSEEEK is not, under any circumstances, responsible or liable in the case you decide to quit your current occupation and express regrets afterward.

10.10 The PURPOSEEEK Quiz is designed to provide guidance and insights, for the purpose of helping you find the right life or career change course that may suit you. It is not, under any circumstances, providing definitive answers for what you should or should not do in your life and/or career. All of the information provided within the PURPOSEEEK Quiz is indicative and ultimately may or may not be relevant to your particular life or career situation.

## **11. Liability**

11.1 Nothing contained in this agreement excludes, restricts or modifies any rights you have under the Trade Practices Act and Fair Trading Laws, which cannot be

lawfully excluded or limited. For example, your rights include an assurance from us that any services provided are provided with due care and skill and that any materials supplied in connection with those services are reasonably fit for their purpose. Other than as referred to above or expressly stated in this agreement, PURPOSEEEK PTY LTD does not make any promises or warranties, whether express or implied, about the services or any of our products.

11.2 Subject to clause 7.1 above, in the event that PURPOSEEEK PTY LTD and its respective directors, officers, employees, contractors and agents is liable to any workshop attendee or his/her employer then PURPOSEEEK PTY LTD and its respective directors, officers, employees, contractors and agent's total liability whatsoever (including in negligence) is limited to a maximum amount of \$200 in respect of each such user attendee, and purchaser.

## **12. Legally Binding**

This is a legally binding contract. By signing, you acknowledge that you have read, accepted and agreed to be bound by these terms and conditions.

## **13. Variation of terms**

PURPOSEEEK reserves the right to change these terms of use from time to time.

## **14. Severability**

If any provision of these terms and conditions shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

## **15. Entire Agreement**

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

## **16. Governing law**

The agreement shall be governed and construed in all respects in accordance with the laws of NSW.

## **17. Additional**

All programs and workshops' speakers and trainers are subject to change even during the course of the Program. In the event the user or program participant needs to cancel or change dates of their attendance to a program or workshop, they will need to notify the PURPOSEEEK team in writing. If the PURPOSEEEK team has not been notified that the participant will not be attending 5 days prior to the program commencement, the program participant acknowledges they will forfeit their spot to attend that program and will not be refunded.

We reserve the right, in our sole and absolute discretion, to reschedule or cancel a Program without notice. In this case, the users will have the choice to reschedule and choose another available date or request a refund.

### **Contacting us**

We welcome your comments regarding this Privacy Policy and terms and conditions. If you have any questions about this Privacy Policy and would like further information, please contact us by any of the following means during business hours Monday to Friday.

**Call:** +61499310180

**Email:** [hello@purposeek.au](mailto:hello@purposeek.au)

<http://www.purposeek.au>

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