

# VILLAGE RECONNECTED ONLINE SUBSCRIPTION TERMS & CONDITIONS



**Effective Date: 31st May 2024**

## **(1) Introduction**

Please read these Subscription Terms and Conditions (these “Terms”) carefully as they govern the Subscriber’s (“your”) use of the Village Reconnected Online Community (the “Community”) which is accessed through the online learning platform ‘Skool’ (“Platform”).

By subscribing to the Community, the Subscriber (“you”) agrees to these Terms. If you do not agree to these Terms, then you must not subscribe to the Community.

## **(2) Changes to the Agreement**

This agreement is subject to future changes as seen as necessary by Village Reconnected (“us” or “we”). You will be notified 30 days’ in advance of any changes taking effect, if you are a subscriber at the time.

## **(3) User Guidelines and Acceptable Uses**

- (a) It is a condition of your access to the Community that you agree to and comply with the terms and conditions that apply to the Platform for the duration of this agreement.
- (b) The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect.
- (c) You agree to pay the Subscription Fees in exchange for access to the Community and the resources contained therein (including the downloadable documents) (“Subscription”).
- (d) You may not rent, transfer, assign, commercially exploit, resell or sublicense your Subscription to any third party. You may use your Subscription only for personal, non-commercial purposes. Except as expressly stated herein, no part of the Community and the resources contained therein (including downloadable documents) may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to the Community functionality shall be subject to these Terms.

- (e) You acknowledge and agree that we own all right, title and interest (including all related intellectual property rights) in all material (including resources and downloadable documents) published in the Community and on the Platform from time to time.
- (f) In accessing the Community, you must not:
  - (i) violate any local, state, national or international law;
  - (ii) stalk, harass or harm another individual;
  - (iii) collect or store personal data about the other users;
  - (iv) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
  - (v) interfere with or disrupt the Community or networks connected to the Community, or disobey any requirement, procedures, policies or regulation of networks connected to the Community, including but not limited to the following Platform policies and terms:
    - (1) 'Skool Rules';
    - (2) 'Terms and Conditions';
    - (3) 'Transaction Terms'; and
    - (4) 'Acceptable Use',made available on the Platform's website from time to time.

#### **(4) Code of Conduct**

- (a) You warrant and represent that any content that you publish within the Community ("Posts") will not contain any material which is offensive, obscene, indecent, discriminatory or which promotes violence, aggression or illegal behaviour.
- (b) You warrant and represent that no Posts that you publish within the Community will contain any material which you know or suspect (or ought to reasonably know or suspect) to be false, misleading or deceptive.
- (c) You warrant and represent that no Posts that you publish within the Community will violate the rights of any other person or entity including but not limited to intellectual property rights, privacy rights or contractual rights.

- (d) You warrant and agree that you will take all reasonable steps to protect and uphold the goodwill and reputation of Village Reconnected's business and brand.
- (e) You warrant and agree that you will not disparage, attack, parody, or make any negative comments about the Village Reconnected brand, business, products or services whether during the term of your Subscription or after the cancellation of your Subscription.
- (f) In the event of a breach of this clause 4 or clause 3 by you, Village Reconnected may immediately suspend and/or terminate your Subscription.

#### **(5) Social Credits**

- (g) We may, in our sole and absolute discretion, award social credits to subscribers if they are regularly interacting with Posts on the Community, including by liking and commenting on Posts, engaging in discussions, participating in community forums etc.
- (h) At the end of each month, we may select, in our sole and absolute discretion, a subscriber with the highest number of social credits for the relevant period, to participate in an exclusive 1 on 1 curriculum support session with Village Reconnected. Further details of the support session will be provided at the time of notifying the relevant subscriber of this opportunity.

#### **(6) Communication**

- (a) You agree to maintain open communication with Village Reconnected regarding any concerns regarding your Subscription to the Community.
- (b) You agree to allow reasonable time (up to four (4) days) for Village Reconnected to respond to any written concerns.

#### **(7) Indemnity**

- (a) You agree to defend and indemnify Village Reconnected and to hold Village Reconnected harmless against any and all legal claims and demands, including reasonable legal costs, which may arise from or relate to:
  - (i) your conduct or actions which are in breach of your Subscription or these Terms;

- (ii) any Posts uploaded by you to the Community that are in breach of these Terms;
- (iii) your misuse of any resources or content (including downloadable documents) made available to you through your Subscription.

Village Reconnected shall be able to select its own legal representation and may participate in its own defence, if Village Reconnected wishes.

### **(8) Limitation and exclusions of Liability**

- (a) Village Reconnected will not be liable to you or any third party at any time for any injury, loss, costs, expenses, damages or other claims of any nature whatsoever relating to your use of and access to the Community.
- (b) Neither party will be liable to the other party or any third party at any time for any loss of profits, reputation, goodwill, business or for consequential damages.
- (c) Without limiting clause 7(a) and to the extent permitted by law:
  - (i) without limiting the rights you may have under any applicable Australian consumer laws, we expressly disclaim all warranties, express or implied, in connection with the Community, including in relation to the accuracy and completeness of any information accessible via the Platform (including any Posts, resources, downloadable documents);
  - (ii) we do not warrant, guarantee or represent that you access to the Community will be uninterrupted or error free;
  - (iii) we will have no liability where your ability to access the Community or use your Subscription is affected due to third party systems outside of our control, including as a consequence of the termination or suspension of your access to the Platform by the Platform provider; and
  - (iv) we are not responsible for and make no warranties in connection with any content provided or accessible via third party links or websites available in the Community.

### **(9) Payment Terms**

- (a) By agreeing to purchase a Subscription, you agree to pay an initial and recurring monthly subscription fee at the then-current rate for subscriptions notified by us ("Subscription Fee"), and accept full responsibility for all recurring charges until

the Subscription is cancelled. You may cancel the subscription at any time, subject to the terms of the cancellation policy at clause 9.

(b) You acknowledge and agree that:

- (i) the Subscription Fee is payable via the Platform, or such other manner and form as directed by us in writing from time to time;
- (ii) you must comply with any third party payment terms prescribed by the Platform or us from time to time;
- (iii) Village Reconnected reserves the right to increase the monthly subscription rate if circumstances warrant it, at their discretion. We will notify you of any increase, with such increase to take effect at the start of the next billing cycle.
- (iv) if an automatic payment is declined, Village Reconnected will be in contact with you in an attempt to resolve the issue;
- (v) if full payment of the monthly subscription fee is not made within one week of its due date, Village Reconnected reserves the right to cancel your membership and disallow access to the Community; and
- (vi) if payment of the monthly subscription fee is repeatedly declined or late, Village Reconnected reserve the right to cancel your membership and disallow access to the Community.

#### **(10) Cancellation Policy**

- (a) The Village Reconnected online subscription does not offer refunds for cancelled subscriptions after a billing cycle has occurred.
- (b) If you wish to cancel your subscription, you must notify us in writing. Village Reconnected will allow access to the Community for the remainder of your then-current monthly billing cycle (assuming that you are up-to-date with payments), unless you are in breach of any of the Terms.

#### **(11) Suspension or termination of Subscription**

You acknowledge and agree that we may modify, suspend or cancel your subscription immediately upon notice to you:

- (c) where Subscription Fees have not been paid by the due date;

- (d) where you are, or are reasonably suspected to be, in breach of clauses 3(d), 3(e) or 4; or
- (e) for any other reason determined by us in our sole discretion (acting reasonably).