

Terms and Conditions – NetballNow.com

Netball Now ABN 25579451846 trading as netballnow.com (“**We**” or “**www.netballnow.com**”) operates an online platform (“**Platform**”) whereby Users can subscribe to access, view and use instructional content, including video and written guides, relating to netball player program (“**Content**”). By accessing and viewing this website, **www.netballnow.com** (“**Website**”), or by subscribing to the Platform, you agree to comply with these terms and conditions (“**Terms**”).

Any reference to “**you**” or the “**User**” includes any person who accesses, uses or views this Website or the Platform.

1. Nature of Information

- a) The information on the Website, including the Content, is provided for the purpose of providing guides on netball skills, footwork and conditioning, is of a general nature only, and should not be taken as professional advice.
- b) Netballnow.com makes no representation as to the safety and/or appropriateness of any activity or exercise described in the Content (“**Exercise**”).
- c) Any User seeking to perform any Exercise or direct any other person to perform any Exercise must ensure that the Exercise is appropriate and safe for the User and/or that person.

2. Use of This Website

- a) Whilst we will use our best endeavours to ensure that this Website is free from viruses, we make no such warranty that it is, and it is your responsibility to ensure that this Website does not expose you to any viruses or other code that is harmful or may cause harm.
- b) You must only use this Website for lawful purposes, which may include:
 - browsing any part of this Website solely in order to view it;
 - accessing and using the Platform; or
 - viewing the Content.
- c) Email addresses, contact forms and any other communication forms that appear on this Website are for professional communications only and must not be used to send unsolicited messages.

3. Online Subscriptions

- a) You must be at least 18 years of age to access and use the Platform. By registering for, accessing or using the Platform, you confirm that you are at least 18 years of age (or are the parent, legal guardian, school, sporting club or association of the User) and have legal capacity to enter into and be bound by these Terms.
- b) In order to access and use the Platform, you must first create an account with us (“**Account**”). By registering an Account, you agree that all information provided by you is true and correct and that you will maintain and update this information as required in order to keep it current, complete, and accurate.
- c) Users are solely responsible for maintaining the confidentiality of their passwords and Account and for any and all statements made and acts or omissions that occur through the use of your password and Account. Therefore, Users must take steps to ensure that unauthorised users do not gain access to your

password and Account. Users may not transfer or share your Account with anyone, and we reserve the right to immediately terminate your Account if you do transfer or share your Account.

- d) When creating an Account, you will be required to select a subscription-type, which will be displayed on our Website (“**Subscription**”).
- e) When purchasing a Subscription, the fee for that Subscription (“**Subscription Fee**”) will be displayed. The Subscription Fee is payable per annum (“**Subscription Period**”), is in Australian dollars and includes GST unless otherwise stated.
- f) You will be required to pay the Subscription Fee before access to the Platform is granted. Payment is accepted by credit or debit card via an online payment facility, Stripe.
- g) Your Subscription will expire at the conclusion of of each Subscription period, and must be renewed by you in order to continue the Subscription.
- h) All payments made are non-refundable and non-transferable except as set out in clause 4 or unless otherwise required by law.

4. Consumer Guarantees

- a) You have a number of rights and consumer guarantees under Australian Consumer Law, including that the Platform is fit for purpose, provided with acceptable levels of care and skill, and provided within a reasonable time-period.
- b) If during your use of the Platform we do not meet the guarantees above, please contact us immediately and provide us with details and evidence (if possible) of the problem.
- c) If the Platform is confirmed to have a major problem and you have already paid the Subscription Fee, we will refund all or part of the Subscription Fee (as applicable) to your original payment method at your request. The applicable refund amount will be determined by the nature of the problem and the degree to which you may have been partially responsible for the problem.
- d) We do not offer refunds where you insisted on having services provided in a particular way against our advice or contrary to the configuration of the Platform, failed to clearly explain your needs to us, simply changed your mind, or were unable to use or access the Platform due to issues outside of our control.
- e) Nothing in this clause is intended to exclude any of your statutory rights as a consumer under Australian Consumer Law.

5. Indemnity

You agree to indemnify and hold us harmless from all liabilities, claims, and expenses, including legal fees, that arise from your use or misuse of this Website, the Platform or your breach of these terms and conditions.

6. Limitation of Liability

- a) Except as otherwise provided at law, we make no additional warranties or representations about the accuracy, completeness or fitness for any purpose of the contents of the Website, Platform or Contents.
- b) This Website may contain links to external websites. We do not control the content of those websites or endorse them in any way and accept no liability in

relation to the quality or accuracy of any content on other websites or of any breaches of law by those other websites.

- c) We are not responsible for any claim, loss, injury, liability, demand, costs, including legal costs, expenses or damage (“**Claim**”) arising from, related to or in any way connected to your use of the Platform, Content or performance of any Exercise.
- d) To the extent permitted by law, we accept no responsibility and exclude all liability to you on any basis for any Claim, however caused, which you may suffer in relation to your use of the Website, Platform or Contents.
- e) You agree to indemnify and hold Us harmless from all Claims arising from your use or misuse of this Website or the Application, your negligence or your breach of these Terms.

7. Intellectual Property

- a) Unless otherwise indicated, we own or have the rights to use:
 - all copyright in this Website and its contents;
 - all intellectual property, including design rights, in our Platform and Content; and
 - any trade names or trademarks associated with the Website, Platform and Content.
- b) You must not in any way copy, reproduce, publish, communicate, replicate or imitate any part of the Website, including our Platform and Content and these terms and conditions, without our prior written consent.
- c) We reserve all rights in relation to all intellectual property.

8. General

- a) We may, in our absolute discretion, change these terms and conditions from time to time without notice to you.
- b) Parts of this Website may not be updated regularly and may therefore be out of date.
- c) We may remove, add or vary the Content at any time in our absolute discretion.
- d) If any part of any of these terms and conditions is void, then the part that is void may be severed.
- e) These terms and conditions, your use of this Website and the Platform and any dispute arising out of these are governed by the laws of the State of Victoria, Australia.