
BUSINESS TERMS AND CONDITIONS**1. ABOUT THE WEBSITE**

1.1 Welcome to www.maxandminmaths.club (the **'Website'**). The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the **'Products'**). The Website provides this service by way of granting you access to the content on the Website (the **'Purchase Services'**).

1.2 These Terms and Conditions (**Terms**) are between Sunspace Projects Pty Ltd as trustee for Sunspace Projects Trust trading as Max and Min Maths Club ABN 55 975 148 229, its successors and assignees (referred to as **'we'**, **'us'** or **'our'**) and you, the person, organisation or entity that purchases Products from us (referred to as **'you'** or **'your'**), and collectively the **'Parties'**. These Terms apply to all sales made by us to you. Please read these Terms carefully. You using, browsing and/or reading the Website signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of its Services, immediately.

1.3 We reserve the right to review and change any of the Terms by updating this page at our sole discretion. When we update the Terms, we will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. ACCEPTANCE OF THE TERMS

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by us in the user interface.

3. ACCESSING THE PURCHASE SERVICES

3.1 In order to access the Purchase Services, you may be required to provide personal information about yourself, such as your name and/or email address.

3.2 You warrant that any information you give in the course of accessing the Purchase Services will be accurate, correct and up-to-date.

3.3 You may not use the Purchase Services and may not accept the Terms if:

- (a) you are not of legal age to form a binding contract with us; or
- (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. YOUR OBLIGATIONS WHEN USING THE WEBSITE AND PURCHASE SERVICES

4.1 You agree to use the Website and Purchase Services only for purposes that are permitted by:

- (a) the Terms;
- (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

4.2 Any use of your personal information, provided by you when accessing the Product Services, by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorised use of your name or email address, or any breach of security of which you have become aware.

4.3 You will not use the Purchase Services or Website for any illegal and/or unauthorised use, which includes collecting email addresses by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website.

4.4 You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by us for any illegal or unauthorised use of the Website.

4.5 You acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

5. PURCHASE OF PRODUCTS AND RETURNS POLICY

5.1 In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the '**Purchase Price**').

5.2 Payment of the Purchase Price may be made through Stripe or PayPal or another third party payment gateway (the '**Payment Gateway Provider**'). In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

5.3 Once payment of the Purchase Price is confirmed, you will be issued with a receipt to confirm that the payment has been received and we may record your purchase details for future use.

5.4 We may, at our sole discretion, provide a refund on the return of the Product within 28 days. You acknowledge and agree that you are liable for any shipping costs associated with any refund pursuant to this clause.

6. WARRANTY

6.1 Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Products and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (the '**Warranty**').

6.2 You may make a claim under this clause (the '**Warranty Claim**') for defects in the Products within 28 days from the date of purchase (the '**Warranty Period**').

6.3 To make a Warranty Claim during the Warranty Period, you must provide us with proof of purchase, showing the date of purchase of the Products, a description of the Products and the price paid for the Products, by emailing written notice to us at: hello@maxandminmaths.club

6.4 Where the Warranty Claim is accepted we will, at our sole discretion, repair or replace any defective Product with a new or equivalent one during the Warranty Period at no charge to you, except you acknowledge and agree that you will be solely liable for any shipping costs which may be incurred in facilitating the Warranty Claim. Should your Warranty Claim result in a full refund of the Purchase Price to you, you may be required by us to forfeit all access to the relevant Product or Products purchased and return any existing Products in your possession.

6.5 The Warranty shall be the sole and exclusive warranty granted by us and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Products to which this warranty relates.

6.6 All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.

7. DELIVERY

7.1 You acknowledge that the Purchase Services offered by us integrate delivery (the '**Delivery Services**') through the use of third party delivery companies (the '**Delivery Service Providers**').

7.2 In providing the Purchase Services, we may provide you with a variety of delivery and insurance options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that we are not the provider of these delivery and insurance options and merely facilitate your interaction with the Delivery Service Providers in respect to providing the Delivery Services.

7.3 In the event that an item is lost or damaged in the course of the Delivery Services, we ask that you contact us immediately by sending an email to hello@maxandminmaths.club outlining the problem so that we can rectify it as soon as possible and determine if the Delivery Service Provider should be removed from the Purchase Services.

8. COPYRIGHT AND INTELLECTUAL PROPERTY

8.1 The Website, the Purchase Services and all of our related products are subject to copyright. The material on the Website is protected by copyright under Australian and international laws and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Website, including text, graphics, logos, button icons, video images, audio clips and software (the 'Content'), are owned or controlled for these purposes, and are reserved by us or our contributors.

8.2 We retain all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:

(a) our business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright; or

(b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or

(c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

8.3 You may not, without our prior written permission and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

8.4 Notwithstanding paragraph 8.3 above, school teachers and tutors who purchase our Products may use them in their own classrooms to help them teach, and help their own students learn, mathematics. Teachers and tutors may not give copies of our Products, either in whole or part, to other teachers or tutors, or to their students to use outside of the classroom. Individuals must purchase their own copies of our Products for their own individual use.

9. PRIVACY

We take your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to our Privacy Policy, which is available on the Website.

10. GENERAL DISCLAIMER

10.1 You acknowledge that we do not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.

10.2 We will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.

10.3 Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law, or any liability under them, which by law may not be limited or excluded.

10.4 Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and

(b) we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

10.5 Use of the Website, the Purchase Services, and any of our Products (including the Delivery Services), is at your own risk. Everything on the Website, the Purchase Services and our Products, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of our affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors (including any third party where the Delivery Services are made available to you) make any express or implied representation or warranty about its Content or any products or Purchase

Services (including our Products or Purchase Services) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorized access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- (d) the Content or operation in respect to links which are provided for the User's convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

11. LIMITATION OF LIABILITY

11.1 Our total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then our total liability is the resupply of information or Purchase Services to you.

11.2 You expressly understand and agree that we, our affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11.3 We are not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of our website, by third parties or by any of the Purchase Services offered by us.

11.4 You acknowledge that we do not provide the Delivery Services to you and you agree that we will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

12. INDEMNITY

12.1 You agree to indemnify us, our affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

13. DISPUTE RESOLUTION

13.1 Compulsory: If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

13.2 Notice: A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3 Resolution: On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

- (a) Within 14 days of the Notice endeavor in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation; and

(d) The mediation will be held in Sydney, NSW, Australia.

13.4 Confidential: All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13.5 Termination of Mediation: If 14 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. VENUE AND JURISDICTION

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

15. GOVERNING LAW

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. INDEPENDENT LEGAL ADVICE

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. SEVERANCE

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

Contact details:

Sunspace Projects Pty Ltd as trustee for Sunspace Projects Trust trading as

Max and Min Maths Club

ABN 55 975 148 229

Post: P.O. Box 93 Ermington NSW 1700 Australia

Email: hello@maxandminmaths.club

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