



## Terms and Conditions

Risk Free Marketing Pty Ltd ACN 675 260 554 (“**Risk Free Marketing**”, “**we**”, “**our**”) provides business coaching, growth advisory and marketing strategy services, online courses and bootcamps, specialising in digital marketing strategies and utilisation of artificial intelligence tools for businesses (“**Services**”) and includes programs such as the mastermind, platinum partners and bootcamps and other Services offered by Risk Free Marketing from time-to-time.

Risk Free Marketing owns and operates the website made available at <https://riskfreemarketing.com/>, is the creator of the community available at <https://www.skool.com/aipreneurs-premium/about> and owns and operates the software platform available at <https://lab.aipreneurs.com/> (all together referred to as the “**Platform**”). The Services will be advertised and/or made available for purchase through the Platform, or any one of them, from time-to-time. These Terms and Conditions govern all of the Services, and any products or additional services, provided by Risk Free Marketing.

If you wish to use or access the software platform, Aipreneurs Business Lab, available at <https://lab.aipreneurs.com/>, there are separate Terms of Use which govern your use of the software platform, follow this link to be redirected to the relevant [Terms of Use](#) for the software platform.

There may be additional terms and conditions in respect of a particular product or service offered by Risk Free Marketing. These additional terms and conditions are to be read in conjunction with these Terms and Conditions, unless stated otherwise.

By purchasing or using the Services and/or accessing the Platform, you are agreeing to these Terms and Conditions, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms and Conditions.

### 1 Services

- 1.1 Access to the Services and the Platform is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the Platform or provision of some of all of the Services.
- 1.2 We may, at any time, enhance and/or alter the features of the Services at our sole discretion and without notice to you.
- 1.3 We reserve the right to monitor your use of the Platform, through cookies and other means, for the purpose of obtaining insights about how users use the Platform and ensuring you are complying with these Terms and Conditions.

### 2 Your Responsibilities

- 2.1 You must:
  - (a) ensure that any information you provide to us is true, accurate and complete;
  - (b) promptly follow all directions from us in respect to your conduct in connection with the Services and/or Platform;
  - (c) familiarise and follow any of the policies published by us at all times in connection with provision of the Services and/or Platform;
  - (d) at all times in dealings with us, clients of ours, partners, sponsors, suppliers and contractors conduct yourself in a manner that protects and enhances our reputation;
  - (e) comply with all applicable laws and regulations when accessing the Platform and/or receiving the Services and/or Platform; and
  - (f) bear all costs and expenses related to your use of the Platform and the Services.
- 2.2 You must not:
  - (a) misuse the Services or the Platform;



- (b) use the Services and the Platform in a way that violates applicable laws, that violates the intellectual property rights or other rights of us or others, or that is fraudulent, obscene, unprofessional, offensive, misleading or defamatory;
  - (c) post reviews or commentary to promulgate deceptive or offensive or extreme opinions or any other illegal, malicious or deceptive activities;
  - (d) except as permitted under this agreement, modify, reproduce, display, publish, distribute, copy, transmit, perform, license, create derivative works from, transfer, or sell or re-sell any information, content, software, or materials made available through the Platform or in connection with the Services.
- 2.3 If you breach clauses 2.1 or 2.2 of these Terms and Conditions, we reserve the right to report any such breach to the relevant law enforcement authorities and disclose your identity to them. In addition, we reserve the right to suspend or terminate your access to the Services at our sole discretion without notice.

### **3 Fees and Payment**

- 3.1 In consideration for the provision of the Services you must pay us the fees specified on the Platform in respect of those Services. The fees will vary for each product and service. We retain the right to vary the fees from time-to-time.
- 3.2 All fees and charges will be payable by you either as a one-off payment or on a periodic basis, depending on the Services and payment option you have selected.
- 3.3 We engage a third-party payment facilitator to enable you to pay the fees without us collecting your payment details. In order to receive payment, you will be required to set up an account with the third-party online payment facilitator as it will be through this account that you make payments. We are not responsible for and make no promise about the quality of the payment facilitator or the benefit to be derived from use of the payment facilitator's services.
- 3.4 Unless stated otherwise, all fees are inclusive of GST.
- 3.5 If you do not pay the fees on the due date, we reserve the right to charge you a late fee. This will also be considered a late payment and deemed a breach of these Terms and Conditions and we have the right to suspend or terminate your use of the Services and access to the Platform.
- 3.6 Subject to clause 3.7, any fees paid are strictly nonrefundable.
- 3.7 In some instances, we offer a 30 day money back guarantee in the event you are not satisfied with our Services. In the event you are not satisfied with our Services, you may notify us in writing stating the reason for your dissatisfaction and request a refund within 30 days following your purchase of the Services ("**30 day Money Back Guarantee**"). The 30 day Money Back Guarantee is only available to first time customers of Risk Free Marketing and the fees will only be refunded if the request is made within 30 days of the original purchase, thereafter the 30 day Money Back Guarantee is not available.

### **4 Intellectual property**

- 4.1 You acknowledge that we retain exclusive ownership and control of the intellectual property rights in all software and content (including photographic images) made available to you on or through the Platform or as part of the Services.
- 4.2 You hereby grant to us a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Platform and the Services any general suggestions, enhancement requests, recommendations or other feedback provided by you.
- 4.3 You may store, print and display the content supplied by Risk Free Marketing solely for your own personal use.
- 4.4 You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Platform or which is provided to you as part of the Services nor may you use any such content in connection with any business or commercial enterprise.



## **5 Limitation of liability and indemnity**

- 5.1 You acknowledge and agree that Risk Free Marketing provides guidance, suggestions, tools and feedback to allow you to discuss, reflect and make decisions about the subject matter of the Services and that Risk Free Marketing is not responsible for and has no liability to you in respect of the validation, implementation and operation of any of the outcomes arising from the provision or use of Services.
- 5.2 To the extent permitted by law we exclude all other terms, conditions, warranties and guarantees which might be implied into these Terms and Conditions.
- 5.3 Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on the Platform and in relation to the Services is provided without any guarantees, conditions or warranties as to its accuracy.
- 5.4 Terms, conditions and warranties implied by law which cannot be excluded, restricted or modified apply to these Terms and Conditions to the extent required by law.
- 5.5 Subject to clause 5.3, our total and aggregate liability for loss suffered or sustained by you in connection with the provision of the Services whether arising as a result of breach of contract, in tort (including negligence) under statute or common law and/or whether or not arising pursuant to an indemnity in these Terms and Conditions, will be limited to the fees paid by you (if any) for the Services.
- 5.6 We are not liable to you (or any other person) for any indirect loss arising from a breach of these Terms and Conditions.
- 5.7 You agree to indemnify, defend and hold us (and each of our officers, employees, contractors and agents) harmless against any loss incurred or arising in respect of the death or illness of, or personal injury to, any individual in connection with provision of the Services, except to the extent such loss arises from our negligence or wilful misconduct.

## **6 Disclaimer**

- 6.1 The Services are not intended as professional advice and must not be relied upon as such. You should obtain professional advice tailored to your specific circumstances prior to making any decisions.
- 6.2 While we take all due care in providing the Services, we do not provide any specific warranty, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose except as we are required to by the Australian Consumer Law.
- 6.3 We take reasonable care in ensuring that any material we provide to you is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your device which arises in connection with your use of the Platform or any linked websites.
- 6.4 As the Services may be provided online over the internet, we are not responsible for any computer failures, problems or errors, connection speed, interruptions of service or any technical or mechanical malfunctions, or any other malfunctions, whether caused by computer, servers, telephone, cable or satellites, human error, programming, equipment or otherwise related to the attempted entry into and participation during the training session.

## **7 Privacy Policy**

- 7.1 Our privacy policy, which sets out how we will use your information, can be found at <https://riskfreemarketing.com/privacy-policy/>. By using the Platform, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate.

## **8 Platform Links**

- 8.1 The Platform and the information we provide to you as part of the Services contains links to other websites, including the websites of third-party providers. These are provided for convenience only.
- 8.2 We have no control over or responsibility for anything on those websites.



8.3 Any link to another website (including that of a third-party provider) does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products and/or services which they provide, (including their services).

8.4 We reserve the right to withdraw linking permission without notice.

## **9 Variation**

9.1 We may amend these Terms and Conditions at any time.

9.2 We will endeavour to notify you of any changes to these Terms and Conditions in writing.

9.3 If you continue to enjoy the benefit of the Services and/or access the Platform following any amendment to these Terms and Conditions, you will be taken to have agreed to comply with the Terms and Conditions as changed. If you do not agree with changes to the Terms and Conditions, you should immediately cease using or accessing the Platform or enjoying the benefit of the Services.

## **10 Complaints**

10.1 We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, you may contact us in writing regarding any complaints or comments.

## **11 General**

11.1 These Terms and Conditions prevail in the event that anything in, or associated with, the provision of the Services is inconsistent with these Terms and Conditions.

11.2 All or any part of these Terms and Conditions that is illegal or unenforceable will be severed and will not affect the continued operation of the remaining provisions.

11.3 Any failure by Risk Free Marketing to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect our right to subsequently enforce that provision.

11.4 These Terms and Conditions, together with the Privacy Policy and any additional terms and conditions in respect of a particular product or service set out on the Platform, will constitute the entire agreement between you and Risk Free Marketing and supersede any prior versions of these Terms and Conditions and all other communications whether oral or written, express or implied.

## **12 Governing Law**

12.1 These Terms and Conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.