

WEBSITE TERMS OF USE

Welcome to my website located at www.soulsourcewisdom.com, owned and operated by **LYNETTE FAY CANNON trading as SOUL SOURCE WISDOM (ABN 45 583 604 752) (Soul Source Wisdom, I, me, my) (Website)**. These are the terms and conditions for the use of my Website and they incorporate the Privacy Policy published on my Website.

Please refer to a separate Online Storytelling Services Agreement which governs the supply of my Services.

By using the Website, you agree to be bound by the following terms and conditions.

1. USE OF WEBSITE

- 1.1. The Website allows you to browse, access membership to Materials located in the Gallery and purchase the Services as described on the Website. If you do not agree with these terms and conditions, you must cease using the Website immediately.
- 1.2. The content on the Website is general information and instruction only. It does not address your particular circumstances and is not advice.
- 1.3. You must not use the Website for any illegal and/or unauthorised purpose. You must not post any defamatory, obscene or intimate materials or harass or cause distress to any person or disrupt the Website in any way. You must not change, add, remove, deface, hack or interfere with the Website or any content displayed on the Website. If you engage in any illegal or unauthorised use of the Website, I will immediately terminate your use of the Website.

2. INTELLECTUAL PROPERTY

- 2.1. All Intellectual Property Rights in the Website and Materials are owned or licensed by Soul Source Wisdom and reserved by me.
- 2.2. I grant you a worldwide, non-exclusive, fee-free revocable licence to copy and store the Website and its content in your device's cache memory and to print pages from the Website for your personal and non-commercial use. Otherwise, you are prohibited from any reproduction of the Website or Materials other than in accordance with these terms and conditions.
- 2.3. Soul Source Wisdom does not grant you any other rights in the Website and Materials and nothing you do in relation to the Website and Materials will transfer any Intellectual Property Rights to you.

3. USER CONTENT

You may be permitted to post, upload, publish, submit or transmit User Content on the Website. Making available User Content on or through the Website will be deemed non-confidential and non-proprietary, unless you tell me otherwise. You agree that the User Content can be used for any purpose without compensation to you.

4. PRIVACY

Soul Source Wisdom takes your privacy seriously. Please read my Privacy Policy published on the Website. It explains how I collect, store, use and disclose your personal information.

5. THIRD PARTY LINKS

Soul Source Wisdom may include Third Party Links to enhance the functionality of the Website or to provide further information. I have no control over the content and availability of those Third Party Links. I do not make any warranties in relation to them. You acknowledge that you use those Third Party Links at your own risk. You must read and agree to the terms and conditions governing the use of those Third Party Links.

6. USE OF COOKIES

Soul Source Wisdom uses cookies to monitor browsing preferences and to help me improve, promote and protect the Website. By continuing to use the Website, you agree to my cookie policy. You can find out more information about my cookie policy in my Privacy Policy published on the Website.

7. SECURITY

The Website is security assured by Showit. I use my best endeavours to ensure the Website is free of any malware, viruses or other harmful code or communications which may be transmitted to or through the Website, including Third Party Links.

8. DISCLAIMER AND INDEMNITY

- 8.1. Nothing in these terms and conditions excludes or limits any guarantees, warranties, representations or conditions imposed by law including the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

- 8.2. To the maximum extent permitted by law, Soul Source Wisdom excludes all guarantees, warranties, representations or conditions that are not expressly stated in these terms and conditions including, without limitation, that:
- 8.2.1. the Website and Materials are complete, accurate or suitable for any particular purpose;
 - 8.2.2. that access to the Website will be uninterrupted, error-free or free from malware and viruses or any other harmful code of communication;
 - 8.2.3. that the Website will be secure at all times;
 - 8.2.4. that there will not be any unauthorised access to personal information or data collected by us.
- 8.3. You acknowledge and agree that you use and act on the Website and Materials at your own risk.

9. SEVERANCE

If any provision of these terms and conditions is found to be unlawful, void, invalid or unenforceable by a Court of competent jurisdiction, that provision will be severed and the remaining terms and conditions remain in force.

10. TERMINATION

I may terminate your use of the Website at any time without notice, in which case all disclaimers and limitations of liability will survive termination.

11. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws in force in South Australia and the Commonwealth and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia.

12. DEFINITIONS

- 12.1. **Gallery** means a collection of photographs, images, storybooks or other documentation included in the Gallery page on the Website.
- 12.2. **Intellectual Property Rights** means any patent, copyright, trademark, tradename, design, trade secret, know-how or other form of confidential information or any right to registration of such rights and any other form of intellectual property right whether arising before or after these terms and conditions.
- 12.3. **Materials** includes, but is not limited to, all content, information, design, layout, appearance, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the Website.
- 12.4. **Soul Source Wisdom, I, me and my** includes any employee, servant, contractor, subcontractor, agent or officer of Soul Source Wisdom.
- 12.5. **Third Party Links** mean other websites, applications and/or software owned or operated by another person or body.
- 12.6. **User Content** means any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information.

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