

Vision Virtual Training

Terms & Conditions of Use

Last modified as of July 2013

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF THIS WEBSITE CAREFULLY

By using this Website (which shall include the use of any of our fee-based products or, you agree to these Terms and Conditions of Use ("**Terms & Conditions**"). Unless inconsistent with the context:

- i. these Terms and Conditions shall be incorporated into any agreement between you and us ("**Agreement**"). In case of any inconsistency between these Terms and Conditions and any Agreement, the terms of the relevant Agreement shall prevail; and
- ii. reference to this Website shall include reference to our Fee-Based Products and Fixed Price Products (together "**Products**").

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use this Website and, if applicable, you should cancel your membership with us.

The use of this Website is subject to important disclaimers, limitations of liability and indemnities, including regarding your health and which may affect your suitability to pursue your chosen regimen ("**Regime**"), which you should read carefully before using this Website.

1. Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the Australian websites which are owned or operated by **Vision Personal Training Franchises Pty Ltd (ABN 65645196048)** trading as "Vision Virtual Training" (the "**Company**").

2. Terms & Conditions – General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed an agreement containing these Terms & Conditions. If you do not comply with these Terms & Conditions at any time, we reserve the right to cancel or terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of this Website, including, but not limited to:

- a. restricting the time this Website is available;
- b. restricting the amount of use permitted; and
- c. restricting or terminating your or any other user's right to use this Website.

You agree that any termination or cancellation of your access to, or use of, this Website may be effected without prior notice to you and without providing any reason for such termination. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you acknowledge and agree that to the maximum extent permitted by applicable law:

- a. we may immediately deactivate or delete your user account and/or all related information and files in your user account and/or bar any further access by you to such information and/or files, or this Website (or part thereof);
- b. we shall not be liable to you or any third party for any termination or cancellation of, or variation of the applicable terms relating to, your access to, or use of, this Website;
- c. your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or these Terms and Conditions, or any policies or practices adopted by us in providing this Website, including without limitation any change in content or any change in the amount or type of fees or charges associated with the Fee-Based Products, is to cancel or terminate your membership with us;
- d. we make no warranties in relation to Products and your rights with respect to any dissatisfaction with Products are, unless we agree otherwise, limited to those rights available to you under the Trade Practices Act 1974 (Cth), equivalent state based fair trading legislation and any other applicable statute or common law right;
- e. we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events.
- f. such Additional Terms may be placed on this Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such; and
- g. any Additional Terms will upon first being placed on this Website, or otherwise made public, be incorporated by reference into and form part of these Terms & Conditions.

3. Charges and Fees for Services & Products

By subscribing to or purchasing a Product, you agree as follows:

- a. To pay, using a valid credit card (or other form of payment which we may accept from time to time), the fixed and periodic charges and fees set out on this Website, applicable taxes, and other charges, surcharges, costs and fees incurred in order to access or purchase our Products. Vision Virtual Training will bill your chosen credit card or direct debit bank account on a monthly basis for this service unless cancelled with Paypal directly.

- b. To subscribe you must be over 18 years of age and provide valid credit card details
- c. If you are not the credit card holder than you must have the credit card holder's permission prior to completing the sign up process.
- d. With regard to any fee-based Products we:
 - i. reserve the right to increase the Fees, or to introduce new Fees at any time, upon reasonable advance notice communicated to you through a posting on this Website or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail).
 - ii. will automatically charge your credit card or other account at the start of the relevant billing period (usually monthly) unless you terminate or cancel your subscription before the start of the relevant billing period.
- e. In the event we cannot charge your account, we reserve the right to terminate your access and hold the Product until payment is received by us.
- f. All Fees are quoted in Australian dollars and are inclusive of any applicable GST, except where otherwise stated.
- g. In addition to the Fees, you are responsible for all charges and fees associated with connecting to this Website, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access our Products.
- h. For the purposes of your use and purchase of our Products, including identification and billing, you agree to provide us with true, accurate, current and complete information as required including your complete legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date) as required.
- i. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that this is the case, we reserve the right to suspend or terminate your user account.
- j. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorised use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your or anyone else's password or credit card information. In the event of a breach of security by you, you will remain liable for any unauthorised use of your subscription. You are entirely responsible for any and all activities which occur under your user account, as well as for paying any amounts billed to your credit card by a third party which were not authorised by you.

4. Cancellation of Subscription

Either you or we may terminate or cancel your subscription at any time. If you choose to cancel or terminate your subscription you understand and agree that to the maximum extent permitted by applicable law the cancellation

or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of:

- a. these Terms and Conditions (including our enforcement or application of these Terms and Conditions);
- b. any of our practices or policies, including our Privacy Policy, (and including our enforcement or application of these policies);
- c. the Content available through this Website including any change in content provided through this Website;
- d. your ability to access and/or use this Website; and
- e. the amount or types of our Fees or billing methods, or any change to our Fees or billing methods.

Upon cancellation of your subscription, your account will still be active for the remainder of the current billing cycle, following which it will be immediately deactivated.

You may cancel your subscription at anytime by cancelling your payments with Paypal.

The Company may immediately suspend, terminate or limit your access to the Vision Virtual Training website if:

- a. you are in breach of the Terms of Use and (i) the breach is something which cannot be remedied, or (ii) you fail to remedy the breach within 7 days of our written notice to you of that breach;
- b. we believe on reasonable grounds that there is a real risk of serious loss or damage to the Company or another if we do not suspend, terminate or limit your access to the Vision Virtual Training website;
- c. the law requires us to do so;
- d. the Company believes on reasonable grounds that providing access to the Vision Virtual Training website to you is illegal or may become illegal;
- e. the Australian Competition and Consumer Commission issues a competition notice relating to the Company or we believe on reasonable grounds that it will do so; or
- f. there is an emergency.

5. Fixed Price Products

By placing an order for a Fixed Price Product you agree to these terms and conditions as amended from time to time.

Title to a Product will pass to you when you provide full payment for the Product or when you receive the Product, whichever is the later.

Risk of loss or damage to the Products shall pass to you on the date that we provide the Product to a third party for delivery to you.

Any estimates made in relation to any delivery date of Products are estimates only, and we provide no warranty or representation that such an estimate will be correct. By ordering a Product you agree that timing is not of the essence with regard to delivery of Products.

The published price of the Products will be inclusive of GST unless we have stated otherwise.

6. Availability of Products

The availability and use of our Products may be limited based on demographic, geographic, health or other criteria as we may establish from time to time. You understand we may refuse to supply you with Products at any time based on these criteria. For example, individuals under the age of 18 may not be provided with or may not be able to subscribe to our website.

7. Ownership

All materials on this Website, including but not limited to information, software, photographs, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, audio, images and other materials ("Content"), are protected by copyright and other intellectual property rights under Australian law, international conventions and other laws. You may not distribute, exchange, modify, sell or transmit anything you copy from this Website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose. You agree to follow all instructions on this Website limiting the way you may use any of the Content. There are a number of proprietary logos, service marks and trade marks found on this Website. By making them available on this Website, Vision Personal Training Franchises Pty Ltd is not granting you any licence to utilise those proprietary logos, service marks or trade marks. Any unauthorised use of the Content may violate copyright laws, trade mark laws, the laws of privacy and publicity, and civil and criminal statutes. If you download any Content from this Website, you may not remove any copyright or trade mark notices or other notices that go with it.

8. Restrictions on Use of Materials

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access and use this Website and the material provided hereon for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms and Conditions. You understand that only you may use your user account and password, and that your subscription to our website is only valid for your personal, non-commercial use and may not be shared with others

You acknowledge that you may only use the Products for personal, non-commercial use, and may not sell, lease, licence or otherwise receive any consideration for allowing the Products to be used by any other person or entity. You agree to indemnify us and keep us indemnified against any loss suffered by us due to you selling, leasing, licensing or otherwise receiving any consideration for allowing Products to be used by any other person or entity.

You acknowledge that this Website contains Content that is protected by copyrights, patents, trade marks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is protected under applicable laws and we own

copyright or other property rights in the selection, coordination, arrangement and enhancement of all such Content. All trade marks appearing on this Website are trade marks of their respective owners. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, reuse, report, distribute, perform or participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment, is strictly prohibited unless you receive our prior written consent.

9. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy. By agreeing to these Terms and Conditions, you also consent to the collection and use of your Personal Information in accordance with the Privacy Policy.

Please note that all credit card payments are transmitted using 128-bit Secure Socket Layer (SSL) encryption.

To avoid doubt, by requesting via the Vision Virtual Training website that the Company send billing and payment information to a person's email address or phone number, you authorise the Company to disclose to that person your personal information, in each case including information related to billings by the Company and payments and you nominate that person as your agent for the purpose of receiving the Company's billing and payment information.

10. Becoming a Registered User

If you elect to become a registered user of this Website, you agree to provide us with true, accurate and complete information about yourself and to maintain and promptly update the Registered User Data to keep it accurate. Without limiting any other provision of these Terms & Conditions, if you provide any information that is untrue, inaccurate or incomplete, or we have reasonable grounds to suspect that this is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of this Website (or any portion thereof). You agree not to assign, transfer or sublicense your rights as a registered user of this Website.

11. Community Standards and Conduct Guidelines

You acknowledge that all Content and all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to, on or through this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to, on or through this Website. We do not control the Postings of others and, as such, you agree that we have no responsibility for the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of this Website (as described below), you understand that by using this Website, you may be exposed to Postings that are

(without limitation) inaccurate, offensive or objectionable. Except for Postings created by us (as to which you agree that liability shall rest with the entity which created the relevant Content and shall be governed by these Terms & Conditions), to the maximum extent permitted by applicable law under no circumstances will we be liable in any way for any Postings, including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the access to or use of any Postings posted, emailed or otherwise transmitted to, on or through this Website.

You agree not to use this Website (including any Forums) to do, or attempt to do, any of the following (as to which you agree to accept us as sole arbiter in our absolute discretion):

- a. upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, defamatory, invasive of another's privacy, hateful, or racially, ethnically, religiously, sexually or otherwise objectionable;
- b. harm, wrongly influence or threaten Children in any way;
- c. impersonate any person or entity, including, but not limited to, a director, officer, employee, shareholder, agent or representative of the Company;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to, on or through this Website;
- e. upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment or other contractual relationships or under non-disclosure agreements);
- f. upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trade mark, trade secret, moral right, copyright, right of privacy or publicity or other proprietary rights of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising or promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of commercial solicitation or promotion, except in those areas, if any, that are specifically designated for such purpose;
- h. upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy, limit, compromise, delay or divert the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Forum (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects other users' ability to use any Forum;
- j. interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to this Website;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to, any law and/or regulations having the force of law;

- l. "stalk" or otherwise harass another user of this Website or employee of the Company or of any related corporation;
- m. Make any fraudulent or speculative enquiries, bookings, reservations or requests using the Website;
- n. Provide false information when registering or changing your membership details;
- o. collect or store personal data or attempt to collect or store personal data about other users of this Website;
- p. upload, post, email or otherwise transmit information which purport to be medical, health or weight-loss advice or advice of any other nature whatsoever.; or
- q. attempt any of the above acts or permit another person to do any of the above acts

Your privilege to use this Website (including the Forums) and to contribute to discussions on the Forums depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, we may terminate, in our sole discretion and without providing any reasons, your use of, or participation in, any Forum.

All Forum communications, including, but not limited to, message board communications, are public and not private communications. We reserve the right to monitor any areas of this Website (including any Forum) for adherence to the community standards and conduct guidelines set forth above or for any other purpose, but you agree we have no obligation or duty to do so and you release us from any such obligation or duty. You acknowledge that, by providing you with the ability to distribute Postings in the Forums, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Forum. Although we reserve the right to remove, without notice, any Forum posting for any or no reason, we have no obligation to delete Postings that you may find objectionable or offensive.

12. Children

This Website is not for use by any person less than eighteen (18) years of age (each a "Child") and is not directed to Children. This Website is for use and access by individuals who are eighteen (18) years or older.

13. Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other websites or resources. We encourage you to read the terms and conditions of use, and privacy policy guidelines, of such other website before conducting any material use of, or access with, that website. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising products or other materials, goods or services on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is suffered by or alleged to have been suffered by you, in connection with your use of, or reliance on, any content, advertisements, products or other resources, goods or services available on any other website (regardless of whether we directly or indirectly link to such content, advertisements,

products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

14. Third Party Products and Services

You may order services, merchandise or other products through this Website from other parties (collectively, the "**Third Party Sellers**"). All matters concerning the services, merchandise and other products promoted by or available from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as):

- a. a party to any such transaction, whether or not we may have received some form of revenue, fee, commission, benefit or other remuneration in connection with such transaction;
- b. liable to you or any other person for any costs or damages arising out of or relating to, either directly or indirectly, such transaction; and
- c. as required to disclose to you or any other person any of the terms or conditions upon which we are or may become entitled to any such revenue, fee, commission, benefit or remuneration.

Where we receive commissions from Third Party Sellers, we will notify users of this Website.

15. Contests and Survey

This Website may contain contests, invitations to participate in contests or surveys that request you to send in to us or post on this Website material or information about yourself. Each contest or survey will have its own rules, and you must read and agree to all those rules prior to entering into any such contest or responding to any survey.

Participation in these contests or surveys is completely voluntary and the user therefore has a choice whether or not to disclose this information. Some of the information requested may be of a personal nature but there is no obligation to answer any or every question. In particular, submission of your email address will be optional. Information requested may include contact information (such as name and shipping address) and demographic information (such as post code, age, gender and marital status). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this Website. Large population demographics may be compiled and published using this data but no individual information will be disseminated.

16. Health Disclaimer

This Website provides online Nutrition and Fitness information and content is published over the Internet and is intended only to assist users in their personal Regimes. The Company is not a medical organisation and our staff cannot and do not give, or purport to give, you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for medical consultation, evaluation, or treatment by a qualified medical

practitioner. You are urged and advised to seek the advice of a medical practitioner before beginning any Regime. This Website is intended for use only by healthy adult individuals. Individuals who are pregnant or who have certain health conditions, including, without limitation, people suffering from cancer, liver disease, kidney disease, renal failure, eating disorders, type 1 diabetes or who are elderly or who have a low body mass index may not be suitable candidates for undertaking any form of Regime and are specifically warned to seek professional medical advice before using this Website.

18. Disclaimers of Warranties

Please note to the maximum extent permitted by applicable law the following disclaimers of warranties that form part of these Terms & Conditions:

- a. the products, offerings, content and materials on this Website are provided "as is" and without warranties of any kind, either express or implied;
- b. we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement in respect of any product, service or publication contained on this Website, or able to be accessed through any link on this Website;
- c. Vision Personal Training Franchises Pty Ltd do not warrant that this Website or any function contained in this Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the servers that make this Website available, are free of viruses or other harmful components;
- d. any product, offering, content and material downloaded or otherwise obtained through the use of this Website is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such product, offering, content or material;
- e. no advice or information, obtained by you from our personnel or through this Website shall create any warranty not expressly provided for in these Terms & Conditions; and
- f. we disclaim all warranties, express or implied, for any errors or omissions, inaccuracies or incompleteness of any Content, Submission or other material contained on this Website or able to be accessed through any link on this Website.

19. Limitation of Liability

You expressly understand and agree that to the maximum extent permitted by applicable law that Vision Personal Training Franchises is not to be considered liable for any direct, indirect, incidental, special, consequential exemplary or punitive damages, or any other damages whatsoever, or for any damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages) whatsoever arising out of, or resulting from:

- a. the use or the inability to use this Website;
- b. the use of any Content or other material on this Website or any website or websites linked to this Website;

- c. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from this Website;
- d. unauthorised access to or alteration of your transmissions or data;
- e. statements or conduct of any third party on this Website;
- f. any other matter relating to this Website;

You acknowledge that, by undertaking any Regime, you are doing so voluntarily and you are aware that there may be dangers in participating in a Regime. You are aware that your undertaking a Regime may result in serious personal injury, permanent disability or death and/or property loss and damage.

You are aware that the risks mentioned in the preceding paragraph may be caused by your own acts or omissions, the acts or omissions of others participating in a Regime or other risks not known to you or that are not readily foreseeable at the time of using this Website. You further acknowledge that this is a risk warning pursuant to applicable law and you agree that you assume all risks in connection with your participation in a Regime.

You agree to use your own equipment (if any) to participate in any Regime and you are completely satisfied with the adequacy and condition of your equipment and you are satisfied that it is suitable for use in a Regime.

You agree to participate in any Regime in a manner that is not reckless or dangerous to yourself or other people.

To the maximum extent permitted by applicable law, you hereby agree to release, discharge, waive and forever hold harmless the Company, its employees and agents against all and any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent which you may otherwise have for or arising out of loss of life or injury, damage or loss of any description whatsoever and howsoever caused which you may suffer or sustain in the course of or consequent upon your participation in a Regime, use of your own equipment, or any activity incidental to a Regime, whether direct, consequential or foreseeable and whether caused by accident or any negligent or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with a Regime.

Where your loss is not or cannot by the operation of applicable law be excluded by these Terms & Conditions then:

- a. in no event shall the total liability of the Company to you for all damages, losses and causes of action (whether in contract, tort (including, but not limited to, negligence or otherwise) exceed the amount paid by you, if any, for accessing this Website; and
- b. The Company's liability in relation to any loss or damage directly or indirectly related to any warranty or condition which is not excluded by these Terms & Conditions and conditions is limited to, at the Company's election:
 - i. in the case of goods, any one or more of the following:

- A. the replacement of the goods or the supply of equivalent goods;
 - B. the repair of the goods;
 - C. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - D. the payment of the cost of having the goods repaired; or
- ii. in the case of services:
- A. the supplying of the services again; or
 - B. the payment of the cost of having the services supplied again.

If you are dissatisfied with any portion of this Website, or with any of these Terms & Conditions, your sole and exclusive remedy is the discontinuation of your use of this Website.

20. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, hold harmless and, at our option and in accordance with our instructions and directions, defend the Company, its officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable lawyers' fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, any misrepresentation or breach of a warranty given by you in accordance with these Terms & Conditions or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

To the maximum extent permitted by applicable law, you agree that the waivers, releases, discharges and indemnities contained in these Terms and Conditions shall operate in favour of the Company or any related corporation and shall so operate whether or not the loss, injury or damage is due to or attributable to any act, neglect or omissions of any one or more of them.

You acknowledge and agree that these Terms and Conditions may be pleaded as a bar to any action, suit or proceeding taken at any time by you against the Company or any related corporation arising out of or as a consequence of your participation in a Regime, use of your own equipment, or in any activity incidental to a Regime.

21. Governing Law and Choice of Forum

These Terms & Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the State or Federal Courts located in New South Wales and you hereby irrevocably consent and submit to the personal jurisdiction of such Courts for the purposes of litigating any such action.

22. Miscellaneous Terms

○ Recovery of Legal Expenses

In any proceedings involving you and the Company arising from the use of this Website, the Company shall be entitled, if successful, to recover all legal expenses incurred in connection with the action, including but not limited to its costs, legal fees and expenses on a full indemnity basis.

- **Severability**

If any provision of these Terms & Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions.

- **Entire Agreement**

These Terms & Conditions, together with other documents incorporated by reference, are the entire agreement between you and us relating to the subject matter herein.

- **Modification of Terms**

These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement between you and the Company. Each time you access this Website, you will be deemed to have accepted any such changes.

- **Assignment**

We may assign our rights and obligations under these Terms & Conditions to our successors, assigns and licensees. You may not assign or transfer your rights or benefits under the Terms & Condition to any other person or entity without our prior consent.

- **No waiver**

The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under these Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

23. GST

If GST is imposed on any supply made by the Company, you must pay to the Company, in addition to any consideration payable or to be provided by you for this supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable or to be provided (without any deduction or set off) by you under any other clause in the Terms & Conditions. Any amount payable by you is payable on demand by us, whether such demand is made by an invoice or otherwise.

24. Specific Disclaimers

Vision Virtual Training text, photos, graphics, audio and video works are only for the permitted use and must not directly or indirectly be published, rewritten for broadcast, communication or publication or redistributed in any medium without the express written consent of the Company. Such materials and works must not be stored in any electronic or other system except for any use permitted by the Company in writing. Neither you nor any other person may hold the Company liable for any delays, inaccuracies, errors or omissions in respect of such materials and works, the transmission or delivery of such materials and works or any loss or damage arising from any of the foregoing.

25. Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use this Website (or any part thereof) who infringes the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact our designated agent for notice of claims of copyright infringement - admin@visionvirtualtraining.com.