



**CREATE**  
REAL CHANGE

# Terms and Conditions

Welcome to <http://mariadoyle.com/> (our Site).

This Site gives you an opportunity to create real change in your life and gain education around content creation in the industry that you're passionate about, run by SELECT Consultants Pty Ltd (ACN 161 932 305) trading as Create Real Change (**Create Real Change, we, us**). You can browse this Site and purchase our Products and Services, including memberships to participate in various courses, access to our library, webinars, blogs and events (**Products and Services**), to help you successfully build your business.

These Terms and Conditions (**Terms**) govern your use of this Site, as well as Create Real Change's Products and Services, and form a binding contractual agreement between you, as either a user or member of this Site and us.

These Terms are important and you should ensure that you read them carefully and contact Create Real Change at [maria@mariadoyle.com](mailto:maria@mariadoyle.com) if you have any questions before purchasing our Products and Services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

If you are under 18 years of age, you must obtain permission from your parent or guardian before using the Products and Services and that parent or guardian must accept these Terms on your behalf.

## ACCEPTANCE OF TERMS

1. By accessing, downloading or using the Products and Services offered on our Site, whether or not you register for one of our courses, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to immediately discontinue your use of the Products and Services.

## GENERAL DISCLAIMER

3. All Create Real Change Products and Services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the Products and Services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.
4. Create Real Change provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your background, dedication, participation, desire, and motivation.
5. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.
6. You acknowledge and agree that Create Real Change, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.



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## EARNINGS AND INCOME DISCLAIMER

7. Create Real Change cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our Products and Services.

## BECOMING A MEMBER

### *Registration*

8. You can become part of the Create Real Change community by registering your membership as either a:
  - a. Library user
  - b. Course participant (online)
  - c. Workshop participant (face to face)(collectively, **Members**, also referred to as **Memberships**).
9. You must provide accurate, complete and up-to-date Membership registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
10. We may, at any time, request a form of identification to verify your identity.
11. Registered Member to this Site, you acknowledge and agree that:
  - a. You are solely responsible for the protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
  - b. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
  - c. You will immediately notify us if your Password is lost or becomes known to any other person;
  - d. You are solely responsible for all access to and use of this Site via your Password, whether such access or use is by you or any other person; and
  - e. Any information you provide to us for posting or inclusion in our online community, at any time, becomes our property.
12. To the extent that you provide personal information, Create Real Change will treat such information strictly in accordance with its Privacy Policy at <https://mariadoyle.com/legal/>
13. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must not let any other person use your Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.

### *Benefits of Membership*

14. Benefits of Membership include:
  - Access to online resources
  - Access to supplementary resources
  - Access to a member moderated Facebook Community
  - Complimentary 15-minute strategy session with Maria Doyle (one per user)



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### **Members' obligations**

15. When using our Products and Services, you may be given access to Facebook groups, Instagram accounts, bulletin boards, review services or other forums (**Online Community**) in which you may post comments, photos, messages or other material (**Your Content**). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Online Community any of the following:
- a. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
  - b. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
  - c. Information that includes personal or identifying information about another person without that person's consent.
  - d. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
  - e. Any information or content that impersonates any person or entity.
  - f. Any material, non-public information about companies without authorisation to do so.
  - g. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
16. By posting or otherwise publishing Your Content on our Site or Online Community, you:
- a. Grant us a non-exclusive, worldwide, royalty-free, perpetual, license to use, reproduce, edit and exploit Your Content in any form and for any purpose;
  - b. Warrant that you have the right to grant the above licenses;
  - c. Warrant that Your Content does not breach these Terms; and
  - d. Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
17. We reserve the right (but have no obligation) to:
- a. Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
  - b. Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.



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### **Members' code of conduct**

18. Our Site and Online Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.
19. Whilst using this Site and/or our Online Community, we ask that you not:
  - a. Contact anyone who has asked not to be contacted.
  - b. Collect personal data about other users for commercial or unlawful purposes.
  - c. Infringe other user's privacy rights.
  - d. Violate the intellectual property of others.
  - e. Post anything that contains software viruses, worms or any other harmful code.
  - f. Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

### **FINANCIAL TERMS**

#### **Online Payment Security**

20. Membership fees are in Australian Dollars (\$AUD) only.
21. Applicable fees for Members are payable up front.
22. Members to the Site may make online Membership payments using credit card or electronic funds transfer.
23. We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential. Credit card details or bank account details of all Members may be retained by the payment gateway used by Create Real Change to process payments.
24. We use third party payment gateway services. If there is any issue with your payment, please contact us as soon as practicable, or at least within 3 business days of your discovering the issue and we will do our best to resolve any problems encountered. You must provide the relevant documentation to allow us to do so.
25. If your credit or debit card payment is declined by our payment gateway for any reason, Create Real Change may invoice you for the cost of any merchant processing fee.

#### **GST**

26. Unless stated to be otherwise, charges referred to for any goods or services supplied (or offered for supply) via the Site are stated inclusive of GST. Where GST applies to any supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. GST means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 (**Act**). Tax Invoice means tax invoice as defined by the Act.

#### **REFUNDS**

27. Refunds are not provided for Products and Services that have been rendered by us, including where you have been given access to Our Content or our Online Community, whether accessed by you or not, unless we are in breach of the *Australian Competition and Consumer Act 2010*.

#### **RIGHT TO TERMINATE**

28. We reserve the right to terminate your use of the Site, Online Community or our Products and Services generally if you breach these terms, as determined by us in our sole discretion.



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## CONFIDENTIALITY

29. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, **Confidential Information**) and by using our Products and Services, you agree to respect the same rights of the other users of Create Real Change Products and Services and representatives of Create Real Change.
30. You agree:
  - a. That any confidential information shared by participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
  - b. Not to disclose such information to any other person or use it in any manner other than in discussion with participants during training sessions.
  - c. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
  - d. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.
31. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the participants in the strictest of confidence.

## COPYRIGHT AND TRADE MARK NOTICES

32. All material on this Site, in our Online Community or otherwise delivered by us including (but not limited to) course content, text, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.
33. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
34. The trade marks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Create Real Change. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Create Real Change, in any manner that is likely to cause confusion with customers, or in any manner that disparages Create Real Change and or Maria Doyle.
35. Nothing contained on this Site or in our Online Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.
36. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Create Real Change will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## LIABILITY IS LIMITED

37. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under *Australian Consumer Laws*.
38. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Online Community or Our Content.



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39. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Online Community or Our Content even if we have been advised previously of the possibility of such damages and whether or not such damages arise in contract, tort, under statute, in equity or at law.
40. We are not responsible for, and accept no liability with respect to, content uploaded, posted, transmitted or otherwise made available on the Site by any person other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made content available on the Site simply by facilitating others to post, transmit or otherwise make content available. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us.
41. You agree that we will not be liable for any loss or damage which you incur as a result of use of this Site including without limitation, damage caused by access delays, computer viruses, system failure or malfunction which may occur in your use of the Site or Online Community including hyperlink to or from third party websites.

#### **YOUR INDEMNITY**

42. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Online Community or through use of our products or services.

#### **LINKS TO THIRD PARTY WEBSITES**

43. This Site may include links to other websites maintained by third parties which are not under the control of Create Real Change (**Linked Sites**). Create Real Change makes available Linked Sites to you solely as a convenience, and the inclusion on the Site of links to Linked Sites does not imply endorsement by Create Real Change of the Linked Sites.
44. Linked Sites are not under the control of Create Real Change and Create Real Change is not responsible for the material contained on any Linked Site or the consequences of accessing such sites. You access Linked Sites at your own risk and by accessing them you leave the Site.

#### **NO ASSIGNMENT**

45. You cannot transfer or assign your Create Real Change Membership.
46. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

#### **DISPUTE RESOLUTION**

47. Should a dispute arise between us, we strongly encourage you to contact Create Real Change at [maria@mariadoyle.com](mailto:maria@mariadoyle.com) to seek a resolution. Any reasonable requests will be considered and Create Real Change will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

#### **APPLICABLE LAW**

48. These Terms shall be construed in accordance with and governed by the laws of Western Australia. You consent to the exclusive jurisdiction of the courts in Western Australia determine any matter or dispute which arises between us.



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## YOUR FEEDBACK

49. We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.
50. If you have questions or comments regarding this Site, or Create Real Change products or services, please email us at [maria@mariadoyle.com](mailto:maria@mariadoyle.com)

## EVENT TERMS

51. "Event" includes workshops, presentations and retreats.
52. Events are strictly adults only to ensure professionalism and a quiet working environment for all other attendees.
53. Create Real Change reserves the right to exclude you from any Event should you, in Create Real Change's sole determination, become disruptive.
54. Tickets purchased for Events must be used by you, unless you transfer the ticket to someone else at least 48 hours prior to the Event. If you do transfer the ticket, you must email us at [maria@mariadoyle.com](mailto:maria@mariadoyle.com) advising the name and email address of the person whom you have transferred the ticket to. If you do not do this, the transferred ticket may not be valid.
55. Occasionally we may need to cancel an Event. We will make every effort to reschedule the Event. However, in the rare and unlikely event of a cancellation without reschedule, a full refund will be paid within 10 days of notice of cancellation. SELECT Consultants Pty Ltd will have no further liability to participants in respect to cancellation without reschedule.
56. No refunds are granted for Events.
57. Create Real Change owns all intellectual property in the content and material delivered at Events. You may not reproduce such content for your own commercial use.
58. You understand and acknowledge that Create Real Change and/or its representatives may record any aspect of an Event(**Recordings**). Those Recordings may be in the form of audio, video or still photography, and those Recordings may be used in the production of marketing or other materials to be used by Create Real Change.
59. You hereby waive any and all legal rights you may have against Create Real Change in respect of Recordings of your participation in the event and grant to Create Real Change the absolute right and permission to copyright and use, reuse and publish the Recordings where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.
60. You waive any right that you may have to inspect or approve the finished product or products of the Recordings or any printed matter that may be used in connection with the Recordings or the use to which it may be applied.
61. You hereby release, discharge and agree to hold harmless Create Real Change from any and all liability that has or may occur in the making of the Recordings or any subsequent process or publication.