

TERMS OF USE

Please read these Terms of Use (**Terms**) carefully before using the True North website (<https://truenorthportal.com.au/>) (**Service**) operated by Learning and Life Centre (Huddle) Ltd ACN 159 776 020 (**Huddle, us, we, or our**).

Because we aren't all lawyers who like boring contracts we have made a handy summary of our Terms so you can understand what they mean, marked in blue text.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. You warrant that you are at least 13 years old. If you are under the age of 13, you may not access the Service. If you are under 16 years old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

Accounts

Creating an account will enable you to access additional content that forms part of the Service. This additional content includes a personal playbook of True North videos.

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

When you create an account and we ask you for information about you – you have to tell the truth!

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password.

Your password is a secret! Don't tell it to anyone or they will be able to hack into your account and get you in trouble!

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person, or entity or name that is not lawfully available to you for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorisation, or a name that is otherwise offensive, vulgar or obscene.

User Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material (**User Content**). You are responsible for the User Content that you post to the Service, including its legality, reliability, and appropriateness.

[Our website allows you to ask questions for players to answer on video or live chats.](#)

By posting User Content to the Service, you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify, display, make available and distribute, and otherwise use, exploit and dispose of the User Content you have submitted to the extent necessary for us to provide the Service to you and the other users affiliated with you with whom you interact. You retain any and all of your rights to any User Content you submit, post or display on or through the Service and you are responsible for protecting those rights.

You represent and warrant that: (i) the User Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. Further, you warrant that: (i) the User Content will not cause you or us to breach any law, regulation, rule, code or other legal obligation, including laws of other jurisdictions that apply to you or the Service; (ii) the User Content will not or could not be reasonably considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; (iii) the User Content will not be unsolicited, undisclosed or unauthorised advertising; (iv) the User Content does not contain software viruses or any other computer code, files,

or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment; and (v): the User Content does not bring us or the Service into disrepute.

You agree to keep all records necessary to establish that your User Content does not violate any of the requirements this clause and make such records available upon our reasonable request.

We are under no obligation to regularly monitor the accuracy or reliability of your User Content incorporated into the Service. We reserve the right to modify or remove any User Content at any time.

If you post something on our website you have to make sure that it isn't rude, hurtful or illegal. We will delete anything that you post that is inappropriate and you might get in trouble.

Intellectual Property

All rights (including but not limited to intellectual property rights) in the Service (excluding User Content), including any modifications or alterations made by you or any third party (collectively, **Website IP**), remain the property of the Huddle and its licensors in all respects, regardless of whether or not such modifications or alterations were authorised by us (pursuant to these Terms or otherwise). Accordingly, all rights (including intellectual property rights) subsisting in any modifications or alterations will vest in us and be regarded as Website IP immediately upon creation, without the need for any further formality or documentation. You agree to execute (or procure the execution of) any documentation, and perform any other acts, required by us to confirm this fact and give effect to this clause, and will if necessary assign to the Huddle (or procure the assignment of) all rights (including intellectual property rights) arising out of any modifications or alterations to the Website IP or any other aspect of the Service.

The Service is protected by copyright, trademark, and other laws of both the Australia and foreign countries. Our trademarks (registered or otherwise) may not be used in connection with any product or service without the prior written consent of the Huddle. Nothing in these Terms constitutes a transfer of title or ownership of any Website IP from us to you (including any associated intellectual property rights, which include but are not limited to rights of copyright).

You are permitted to use the Service only as authorised by us. As a user, you are granted a limited, non-exclusive, revocable, non-transferable right to use the Service to create, display, use, play, and download content subject to these Terms.

Website IP must not be used in connection with a product or service that is not affiliated with us or in any way brings us into disrepute.

You must not modify the physical or digital copies of any content you print off or download in any way (from the Services (including Website IP), and you must not use any illustrations, photographs, video or audio, or any graphics separately from any accompanying text. You acknowledge that in addition to any other remedies available to Us under these Terms or otherwise, any unauthorised use, alteration, modification, reproduction, publication, disclosure or transfer of the Service will entitle the Huddle to avail itself of any remedies against you which may be available, including but not limited to the equitable remedy of injunctive relief.

Our website and the videos on it belong to us – because we made them! This means you can't use, copy or change them without our permission.

Any opinions, advice, statements, services, offers, or other information or content expressed or made available by any other users are those of the respective authors or distributors and not of us.

Prohibited Content

Use of the Service which is objectionable, unlawful, illegal, could interfere with or adversely affect the proper operation of the Service or the use of the Service by other users, or for other activities prohibited by the Huddle (including submission of User Content which is objectionable, unlawful, illegal, or is otherwise prohibited), is prohibited. You are solely responsible for all User Content which you submit on or through the Service, including for ensuring that all User Content that you submit on or through the Service, and any material or information that you transmit to other users, complies with all applicable data protection and privacy laws.

We reserve the right to investigate and take any appropriate action (including removal of User Content without notice, suspension or termination of Accounts and access to the Service, or legal action, if necessary) against you if we determine, in our sole discretion, that you have breached this clause. You must immediately notify us if you become aware or reasonably suspect that a Service user is in breach or will be in breach of this clause.

We reserve the right to reject, refuse to post/upload, or delete any User Content in our sole discretion, at any time (including after successful posting/uploading) for any reason.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Huddle.

The Huddle has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Huddle shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Our website might link to other websites run by someone else. This means that we can't make sure that they are safe or have content as good as ours.

Additional Terms and Conditions

In order to fully access and enjoy the Services, you may be notified that you are required to use, download or install software (including for the avoidance of doubt a specific internet browser, browser version, a specific browser configuration, and/or Javascript) or content and/or agree to additional terms and conditions. You acknowledge and agree that any additional terms and conditions which are applicable to the Services are hereby separate and additional to these Terms. The Huddle is not responsible for and has no liability in respect of such additional terms of other software or service providers.

Termination

To the extent permitted by law, we may terminate or suspend your account or restrict, suspend or terminate your access to all or part of the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

If you break the rules, we might block your account without telling you so please don't do anything to get in trouble!

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records.

Indemnification

As a condition of your access to and use of the Service, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party.

Collection of information

You acknowledge and agree that we may, from time to time, use Javascript, cookies or other analytics tools in connection with the Service, for purposes including but not limited to storing your Service preferences, monitoring your use of the Service, determining whether you have installed all required software, to authenticate sessions, to customise material that is made available to you, or to otherwise provide the Service to you or to improve service quality or the operation of the Service. We may, from time to time, share

this information in anonymised form with its business partners or service providers. You acknowledge that if you set your computer to block all cookies, or do not have Javascript installed, you may restrict your access to certain features of the Service. Any personal information collected under this clause is subject to the Privacy Policy.

We collect some information about you to make sure our website is awesome – read our Privacy Policy if you want to know more.

Security of User Content:

Notwithstanding any other clause in these Terms, we will make reasonable efforts to ensure that all User Content uploaded by you as part of your access to the Service is secure and not able to be accessed by unauthorised third parties and is backed up. By submitting your personal information to the Service, you agree to our use and disclosure of such information for the purposes of the Huddle performing the Services and all of its obligations under these Terms, and as otherwise permitted or required by law. We may disclose your personal information to third party service providers who assist us in performing our functions and activities. Some of these third-party service providers may be overseas, in which case we will take reasonable steps to require them to comply with all applicable laws, including privacy laws. Any personal information collected under this clause is subject to the Privacy Policy.

We share some of the information you give us with other companies who help provide you with our awesome Website.

Limitation Of Liability

You agree that we shall not be liable for any damages suffered as a result of using the Service, copying, distributing, or downloading content from the Service.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Service and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service. You must not assign or otherwise dispose of your account to any other person.

Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

If you use our Website you can't ask us for money if it doesn't work or if causes you problems.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. To the extent permitted by law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Huddle its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

We do our best to make sure our Website is always working and has no problems. Sometimes it might not work or have mistakes on it but we will do our best to fix these ASAP.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorised access or, alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim, to the fullest extent permitted by any applicable laws, any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Service or that the operation of our Service will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Service.

In no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Service, from any User Content submitted as part of the Service or from your, or any third party's conduct, whether online or offline.

The Huddle does not represent or warrant that any search information provided by a government agency through use of the Service is correct or accurate at the time that the Service is provided, and you acknowledge that you are solely responsible for verifying the search information prior to acting on any search information provided through the Service.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Victoria, Australia.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Service. Your continued use of the Service will be deemed as your acceptance of any updated, revised or new terms.

We sometimes update these Terms. We think it is a good idea to check them from time to time to make sure you know what they say.

General

You agree that these Terms constitutes the entire agreement between us and you regarding your access and use of the Service and supersede and replace any prior agreements we might have between us regarding the Service.

You acknowledge our right to act against you to prevent a breach of these Terms and further acknowledge that damages may not be an appropriate remedy in those circumstances. You also acknowledge that our delay or failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.

Every provision of these Terms is independent of the other. Any provision, or part of a provision, of these Terms which is prohibited or unenforceable in any jurisdiction will be ineffective and severed from these Terms to the extent only of such prohibition or unenforceability, and the other provisions, and/or remaining parts of provisions, will continue in full force and effect to the fullest extent permitted by law.

You agree that you will do all things necessary to give full effect to these Terms and any transactions contemplated by them.

Contact Us

If you have any questions about these Terms, please contact us at **huddle@nmfc.com.au**.

Effective Date: January 16, 2020

[If you have a question about these Terms – feel free to contact us and we will try and help you out.](#)