

# SITE TERMS OF USE

Hello and welcome to <http://www.cauldronsandcupcakes.com/>

These terms apply to your use of this website and all, or any part, of its contents, and any products, services, or software offered on or through the site (together called the **Site**). They form a contract between you and **Nicole Cody trading as Starship 7 Pty Ltd**.

## ***PLEASE READ ALL OF THESE TERMS. IF YOU DON'T AGREE WITH THESE TERMS, PLEASE DON'T USE THE SITE.***

If you access the Site in any way (including through automated means), you agree that these terms will apply to you and that you will follow them. You understand and agree that if you breach any of these terms, we can immediately terminate your use of, or access to, the Site and, if you are a member, your membership for any reason and you will not be entitled to a refund (if applicable).

When you see "we", "us" and "our" it means **Nicole Cody trading as Starship 7 Pty Ltd** of PO Box 636 New Farm Queensland, Australia, together with the subsidiaries, affiliated companies, owners, members, managers, directors, officers, employees, agents and volunteers of Starship 7 Pty Ltd.

**NOTE TO MINORS:** *You must be at least 18 years old to open a user account with, or make any purchase from, Nicole Cody trading as Starship 7 Pty Ltd. You must also ask for permission from your parents before accessing any and all content posted, and all information, products or materials available, on the Site. By using this Site and accessing any Content, you understand and agree that your parent or guardian has reviewed, understood and agreed to the terms below.*

**NOTE TO PARENTS/GUARDIANS OF MINORS:** *You acknowledge that you have reviewed, understood and agreed to these terms (such terms being interpreted as if they applied both to you and your minor child/ward) and have the legal authority to agree to these terms on behalf of your minor child/ward.*

## **LICENSE TO ACCESS AND USE THE SITE AND CONTENT ON THE SITE**

- We own the Site, as well as all content posted, and all information, products or materials available, on the Site by us (called **Content**). The Content is subject to copyright, trademark and other intellectual property rights (called **Intellectual Property Rights**). Where we do not own any particular Intellectual Property Rights, we will give proper attribution to the intellectual property owner.
- The trademarks and logos used on the Site or in the Content (or any part of it) are trademarks belonging to us (called **Trademarks**), unless otherwise indicated. Any use including framing, metatags or other text using the Trademarks, or other trademarks displayed on the Site or in the Content, is strictly prohibited without our written permission.
- All rights not expressly granted in these terms or any express written license, are reserved by us.
- You are allowed to use the Site, and may download and/or print one copy of the Content only, for your personal, non-commercial purposes – but you must keep intact all copyright and other proprietary notices we have included. They look like this © **Copyright 2019 Nicole Cody**. In particular, you can't use the Site or any Content in ways that we haven't authorized, or in ways that would breach our Intellectual Property Rights, or anyone else's rights.

- You may not, and you may not permit any other person to, modify, copy, republish, reproduce, duplicate, create derivative works from, display, post, translate, distribute or transfer to any person, sell, exploit or otherwise use the Content (or any part of it) for commercial purposes, or in any way that earns you money (other than by applying the Content generally in your own business), publicity or provides access by any person to, or copies of, any non-public materials.
- Other than the limited license provided by these terms, by downloading, printing, or otherwise accessing the Site, or the Content (or any part of it), you in no way assume any Intellectual Property Rights in the Site or the Content – they remain our property. Any reproduction or unauthorized use of the Content (or any part of it) will infringe our Intellectual Property Rights.
- **You must receive our written permission before using the Content (or any part of it) for your own commercial use or before sharing it with others.** If you wish to seek our permission to use the Content (or any part of it), or any other intellectual property or property belonging to us, you can request permission by sending an e-mail to [info@nicolecody.com](mailto:info@nicolecody.com). We do not have to give you such permission, and the decision to do so is in our sole and absolute discretion.
- If we grant permission to you to use the Content (or any part of it), you agree to use only the part of the Content to which the permission relates, and only in the ways for which we have given you our written permission. If you choose to use the Content in ways that we do not specifically give you our written permission, you understand and agree that you will be treated as if you had copied, duplicated and/or stolen that Content from us. At our request, you must immediately stop using that Content and take whatever actions we require, and by the methods and in the time frame that we prescribe, in order to protect our Intellectual Property Rights.
- If you use the Content (or any part of it) other than as expressly authorized by these terms (**Unauthorized Use**), you agree to pay us liquidated damages of five (5) times the total fees paid by you to access the Content, or a minimum of \$5,000 if you did not pay any fees, in addition to any legal or equitable remedies we may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

## SOCIAL SIGN IN AND MEMBERSHIP

- In order to access certain features on the Site, you may need to do one or more of the following things:
  - register as a member;
  - sign in via your social media account; or
  - verify that you are over 18 years old.
- If you use a social media sign-in, the terms and conditions of your account with the third-party social media service provider will apply, as well as these terms.
- In order to register as a member (if applicable), or access parts of the Content, you may need to provide us with accurate and up-to-date information about you including your name, email address, gender, year of birth, zip/post code and country and/or other personally identifiable information. You can choose a username that is different to your real name, however, you may not impersonate someone else (for example, by using anyone else's username or password) or use a vulgar or offensive username.
- *A gentle warning here:* if we have reasonable grounds to believe that you have given us any information that isn't true, complete, correct or current, or that you have shared your username and password with anyone else, or forwarded any non-public material to any other person, we may suspend or terminate

your access (or membership, if applicable) and refuse your current or future use of the Site or any or all of the Content (including any non-public materials you have purchased), and you will not be entitled to a refund (if applicable).

- If you sign up as a member or purchase non-public Content, you cannot transfer your membership to anyone else, and any rights to your account, password, and username end if you die.

## COMMUNICATIONS

From time to time we may send you communications such as announcements, advertisements, and other direct marketing materials. This will only apply if you have registered or subscribed to receive such materials. If you no longer want to receive this information, please let us know either by email, or by unsubscribing at any time, and we will action your request as soon as we can. Check out our Privacy Policy [here \[insert hyperlink\]](#) for more information about unsubscribing from our communications.

We may also send you business-related communications, for example, about a purchase or your membership, if we update our policies. Because these are important business messages, you will not be able to opt out of receiving them. You agree that these non-marketing communications are not unsolicited commercial email advertisements, and you agree to receive them.

## DISCLAIMER

The Content provided is general in nature, and is intended to be for educational and entertainment purposes only. The Content may not be appropriate for your specific personal and/or business needs. Unless specifically stated, the Content is guidance only and is not advice. You should use independent judgment and verify any important information we provide, and seek either one-on-one advice from us or another advisor, prior to making any decisions.

Typical buyer results (if known) are listed. Otherwise, we do not know typical buyer results and you should take that into consideration prior to using the Content (or any part of it), or making a purchase. Your own results will vary based on your personal abilities, experience, knowledge, capabilities, level of desire, and an infinite number of variables beyond our control, including variables neither we nor you have anticipated. There are no guarantees concerning the level of success you may experience. Each person's results will vary.

## INTERACTIVE FEATURES

The Site may include a number of features, such as forums, bulletin boards, blogs, comment fields, and email services, which allow feedback to us and real-time interaction between users, and other features which allow users to communicate with others.

Children under the age of 13 are prohibited from using all interactive features of the Site, including [delete if your Site does not allow users to leave comments: leaving comments, filling out forms or otherwise submitting information]. We disclaim all liability for the use of such features by individuals under the age of 13.

## CONTENT YOU SUBMIT VIA THE SITE

- We encourage you and our other users to contribute to the Site by submitting content, comments, participating in the Site comment sections and, where appropriate, uploading information, materials and photos (called **Submissions**).

- When you create a Submission, you will own copyright in all of your original content in the Submission. If you include someone else's content in a Submission, please make sure you properly attribute that content to them by referencing the source of that content. When you submit, post or display a Submission on the Site, you give us, and anyone authorized by us, an unlimited, irrevocable, non-exclusive, unrestricted, transferable, world-wide license to modify, copy, republish, post, translate, sell, create derivative works, exploit or distribute in any way or medium (including by email or other means not associated with the Site) in whole or in part, such Submission for any purpose. Also, if we use all, or any part, of your Submissions in this way, you give us the right to identify you as the author by your name or screen name. You agree that you are not entitled to remuneration, residuals, royalties or any other payment, in respect of your Submissions.
- When you make a Submission, you promise that our use of your Submissions in accordance with these terms will not breach anyone else's rights (including Intellectual Property Rights), or any applicable law.
- It is a condition of your use of the Site that your Submissions do not contain:
  - any content including any comment, review, information, text, music, sound, photo, graphic, code or any other material, that is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, harassing or advocates harassment of another person, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable, or which discriminates against or vilifies any group or individual, or which would be rated R or NC-17 by the Motion Picture Association of America or its equivalent in another jurisdiction
  - content that may infringe any trade secret or Intellectual Property Rights of any person or entity
  - content that impersonates anyone or suggests that you have an affiliation with someone (including us) when you don't
  - promotions, mass mailings, spam, chain letters, political campaigning, advertising, contests, sweepstakes, raffles, solicitations or the promotion of fundraising or charitable causes (unless in response to a written request made by us)
  - content containing commercial activities and/or sales without our prior written consent such as barter, advertising and pyramid schemes; or
  - anyone else's private information, including, surname (family name), addresses, phone numbers, email addresses and credit card numbers
- When you use the Site, you may be exposed to Submissions of other users that you find offensive, indecent or objectionable. We reserve the right, for any reason, to pre-screen, monitor, review, modify, refuse or remove any or all Submissions (or any part of them) from the Site, but we have no obligation to do so, and we won't be responsible or liable for any Submissions. In order to satisfy any applicable law, regulation, legal process or governmental request (national or international) and to protect ourselves, our [delete if not applicable: members], sponsors, users and visitors, we may disclose any Submission, and the circumstances surrounding its transmission, to any third party.
- We don't endorse, and we aren't responsible for, the accuracy and/or reliability of any Submission made anywhere on the Site by anyone [delete these words, these instructions and the final square bracket if you do not employ staff, otherwise delete these instructions: other than our staff while they are doing their jobs].

- If we post any additional community guidelines on the Site you need to follow them too.
- Thanks for understanding that each user of the Site is responsible for their own Submissions, and as a result, we have no control over, and aren't responsible for, the truth, accuracy or completeness of any Submissions.

## EVENTS

We may host events (whether live and/or recorded) from time to time. We reserve the right to change an event, including its date and location, at any time. Tickets for live events are not refundable, but are transferable to another attendee by emailing the transferee's full name and email address to [info@nicolecody.com](mailto:info@nicolecody.com) at least three business days prior to the event. We reserve the right to prohibit entry to, or to eject any person from, an event if we, in our sole discretion, deem the attendee's behavior to be unsafe, disruptive, offensive, or inappropriate in any way.

**Image Release:** When you register for a live event, you grant us permission to take, and to have full and free use of, photographs, audio recordings and/or audio-visual recordings containing your image, likeness and/or voice. You understand these images may be used for promotional, news, online/multimedia, research and/or educational purposes by, and for, us. You agree that you are not entitled to remuneration, residuals, royalties or any other payment in respect of your image, likeness and/or voice or their use. You agree to release, discharge, and hold harmless us and our agents from any and all claims, demands or causes of actions that you may have by reason of anything contained in such photographs, audio recordings and/or audio-visual recordings. If you do not agree to the above image release, you must advise us by email as soon as possible at [info@nicolecody.com](mailto:info@nicolecody.com).

## LINKING TO THIS SITE

- We encourage you to provide links to this Site. You can use the name of the Site in the text of any such link, but you can't, without our prior written permission: (i) frame or inline link the Site or any Content; (ii) incorporate into another website, or other product or service, any part of the Site, Content or intellectual property; or (iii) use any of our logos or trademarks.
- You also can't represent or imply (i) that any part of the Site belongs to anyone other than us; or (ii) sponsorship of any site by us or the Site.
- If we notify you that we object to the manner in which you provide links to this Site, you must immediately cease providing such links.

## GENERAL RESTRICTIONS

It is a condition of your use of the Site that you do not:

- violate any applicable laws
- purchase (if applicable), download or copy any Content and then pirate, distribute or forward it to any person (except as otherwise permitted in these terms)
- resell or redistribute any Content on its own, or as part of a compilation, whether you claim it as your own property or ***even if you properly attribute it to us***

- interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site
  - distribute viruses, corrupted files or any other similar software or programs that may damage the operation of any computer hardware or software
  - if applicable, disclose your username and/or any password associated with an account you use to access the Site or forward any non-public material to any other person. If you do, we may terminate your access to the Site and/or your membership (if applicable). You are solely and personally responsible for everything that occurs under your account
  - gain unauthorized access to the Site, or any account, computer system or network connected to the Site, including by hacking, password mining or other illegal means
  - obtain or attempt to obtain Content or any materials or information through any means not intentionally made available by us through the Site
  - collect, store or use any email address or other personal data about other users of the Site
  - use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person
  - use the Site for any purpose that is threatening, libelous, defamatory, abusive, obscene, vulgar, pornographic, profane, racist, indecent, or infringing of, another person's rights
  - modify or delete any Content, and/or communications, on the Site
- or
- engage in any other conduct that restricts or inhibits any other person from using or enjoying the Site.

## **WARRANTIES AND INDEMNITY**

- **YOU MAY HAVE RIGHTS UNDER STATUTORY CONSUMER PROTECTION LAWS WHICH WE ARE NOT ALLOWED TO EXCLUDE, RESTRICT, LIMIT OR MODIFY. THE FOLLOWING EXCLUSIONS OF WARRANTIES, AND THE LIMITATIONS OF LIABILITY, APPLY SUBJECT TO ANY RIGHTS YOU MAY HAVE UNDER THOSE LAWS. THIS INFORMATION IS IMPORTANT - PLEASE READ IT CAREFULLY.**
- **It is an essential pre-condition to your use of the Site that you specifically agree that your access to, and use of, the Site and the Content are at your sole risk and the Site and the Content are provided "as is" and "as available". In particular, we don't promise you that:**
  - **your access to, and use of, the Site and the Content will meet your specific requirements or expectations (and you acknowledge that you have relied upon your own experience, skill and judgment to evaluate the Site, and the Content, and that you are satisfied as to the suitability of the Site, and the Content, to meet your requirements); or**
  - **your access to, and use of, the Site and the Content will be uninterrupted, timely, secure or free from viruses or error;**

- the results of your use the Site, and the Content, will be accurate or reliable; or
  - that any errors will be corrected.
- Sometimes qualities and conditions are implied by the law about things you buy. Where the law says we can, we also exclude all express or implied representations, conditions, warranties, guarantees or other provisions, that are not contained in these terms.
  - If any condition, warranty, guarantee or other provision is implied or imposed in relation to the legal agreement between you and us (whether based in legislation or otherwise) and cannot be excluded (called a **Non-Excludable Term**), and we are able to limit your remedy for a breach of such a Non-Excludable Term, then our liability for a breach is limited to one or more of the following, *at our option*:
    - in relation to goods: refunding your money; replacement of the goods or the supply of equivalent goods; payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - in relation to services: refunding your money; supplying of the services again; or payment of the cost of having the services supplied again.
  - Subject to our obligations under the Non-Excludable Terms, our maximum total liability to you for all claims arising under, or in relation to, these terms or otherwise as a result of your access to, and use of, the Site is limited to \$100. Our liability to you will also be reduced to the extent that your acts or omissions (or those of a third party) contribute to, or cause, the loss or liability.
  - Also, subject to our obligations under the Non-Excludable Terms and to the maximum extent the law allows us, we won't be liable in any way to you for any loss you suffer as a result of:
    - (I) your access to and use of the Site; or
    - (II) your inability to use the Site, any Content or any products, services or third-party material, products or services made available on, or through, the Site,

even if we are advised beforehand of the possibility of such damages, for any indirect, consequential, incidental or punitive loss or damage, or for any loss of goodwill, opportunities, anticipated savings, profits, revenue or bargain. In any jurisdiction that does not allow the exclusion or limitation of certain categories of damages, our liability, and the liability of our affiliates, is limited to the extent the law of that place allows us to.
  - The limitations and exclusions above apply no matter how the liability arises. For example, in contract, tort, or equity, under statute, or under an indemnity.
  - You must indemnify us (and in this section "us" includes our directors, officers, agents, contractors and volunteers), against all claims, losses, damage, liability, costs or expense (including legal fees) suffered or incurred:
    - (i) in connection with a claim brought against us, to the extent that a third-party claim arises out of, or is related to, your breach of any obligation or warranty in these terms or your misuse or infringement of any rights (including Intellectual Property Rights) of a third party; or
    - (ii) as a result of, or relating to, your breach of any obligation, warranty, representation or

covenant in these terms, or your failure to comply with any laws.

**'Indemnify' means that you will have to pay our losses or damages where you are responsible for them pursuant to these terms. We do not have to pay anything to anyone first. If we have to pay someone money because of something you do, we can simply get you to pay it for us.**

- We aren't responsible to you for any loss, corruption or interception of data sent to, or from, the Site that occurs outside of our computer systems (such as those which occur while data is being sent over the internet). We recommend that you install and use up-to-date anti-virus and firewall software on your computer.

## ONLINE COMMERCE

- You agree that you will be financially responsible for all purchases made by you (or someone acting on your behalf) through the Site. You also agree that you will only purchase goods or services for yourself (or for another person for whom you are legally permitted to do so). If you make a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you promise that you have obtained their express consent to provide their personal information to us.
- All product sales are charged in USD.
- All session with Nicole are charged in AUD.
- All payment plans and subscriptions (if applicable) may be paid by credit or debit card only. You give us permission to automatically charge your credit or debit card for all fees and charges due and payable to us, without any additional authorization. You will receive an electronic receipt for all such charges. You also agree that we are authorized to securely share any payment information and instructions required to complete the payment transactions with our third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).
- At the time of purchase, you must either pay for a product or service in full, or sign up for a payment plan, if offered. Where a product is provided in a series of parts, you cannot choose to pay for one or more parts and not others.
- If you voluntarily choose not to complete or to withdraw from any product, course, program, event or similar, at any time or for any reason, you will remain fully responsible for the full cost of that product, course, program, event or similar, and all remaining payments.
- If you fail to make any payment when it is due, your account status will be changed to "collections", and we will attempt to charge your credit or debit card every 2 days for 10 days. If payment is not received by the tenth day, we reserve the right to immediately, and permanently, terminate your access to the Site, and any or all Content.
- All sales are final. We do not accept returns, or provide refunds, unless clearly stated.
- Where we agree to pay a refund, it will be paid in the currency in which it was received by us, and could take up to 10 days for processing. If you paid in a currency other than US dollars, you are liable for the costs of exchange.



- If you receive a refund for a product, course, program, event or similar, you will immediately lose access to that product, course, program, event or similar.
- As we have a clear and explicit refund policy in these terms that you agree to prior to completing the purchase of any product, course, program, event or similar, we will not accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. If a chargeback is placed on a purchase, or if we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all relevant credit reporting agencies or to any other entity for inclusion in any chargeback database, or for listing as a delinquent account. This could have a negative impact on your credit score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database will be required to make payment of the full amount of the chargeback.
- Your participation, correspondence or business dealings with any third party found on or through our Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are strictly between you and the third party. You agree that we aren't responsible or liable for any loss, damage, or other matters of any sort incurred as the result of your dealings with the third party.

## TERMINATION

We may, under certain circumstances, and without giving you any notice, terminate your access to the Site, any Content or any services and, if applicable, your account and any associated username. We might do this if, for example: (1) you breach these terms, or any of our other policies or rules; (2) you don't use or access the Site for an extended period of time or your membership expires; (3) you engage in fraudulent or illegal activity; (4) we have unexpected technical or security issues; or (5) law enforcement or other government agencies request that we do so.

You may terminate your participation in any product, course, program, event or similar at any time and for any reason, but, if you do so, you will not be entitled to a refund of applicable fees paid prior to your termination, and *you will remain responsible for any unpaid fees.*

## VARIATION

From time to time, we may modify or discontinue (temporarily or permanently) any or all of the Site, products and/or the services offered through the Site. If we revise these terms, the revised terms will take effect when they are posted. If you continue to use the Site, products and/or Services offered through the Site, after we post any changes, you are deemed to accept the revised terms. Any new features, services, and/or enhancements that we develop in future are subject to these terms. You agree that we won't be liable to you or anyone else for any modification, suspension or discontinuance of the Site, any Content, products and/or services offered through the Site.

## LINKS AND ADVERTISEMENTS

- The Site may, from time to time, contain links to third party websites, or include advertising or promotional material provided by our advertisers. Some of the links we provide are "affiliate links". This means if you click on the link and purchase the item connected to that link, we will or may receive an affiliate commission. We aren't responsible for, and don't endorse, the content, information, opinions, advice, products or services or accuracy of any other sites linked to the Site or advertising or promotional material published on the Site. You should contact the relevant third party directly if have any questions.

- In some instances, advertisements will contain offers which you accept by clicking through to an advertiser's website. In that case, the advertiser is solely responsible for the offer.
- Where the Site includes products and/or services of third parties available for purchase, the prices and product description are the responsibility of that third party.

## PRIVACY POLICY

In using the Site, you may give us personal information in which you have certain rights. By using the Site, you give us permission to use your personal information in accordance with our privacy policy which can be viewed at <http://www.cauldronsandcupcakes.com/privacy>. (please insert webpage called privacy) It also forms a part of these terms.

## COPYRIGHT NOTICE

The *Digital Millennium Copyright Act of 1998* (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you honestly believe that materials hosted by us infringe your copyright, you can send us a notice requesting that the material be removed, or access to it blocked.

It's important that you make sure your notice complies with all of the requirements of the DMCA or it won't be deemed to give us actual knowledge of facts or circumstances necessary to prove the infringement.

Also, if you honestly believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. All notices and counter notices must meet the then-current requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notice of claims of copyright infringement or counter notices can be sent to our Copyright Agent for notice of claims of copyright infringement on the Site at:

Nicole Cody  
C/- PO Box 636 New Farm Queensland 4005, Australia  
+61 438 438 775  
[Info@nicolecody.com](mailto:Info@nicolecody.com)

Please make sure you include the words "COPYRIGHT INFRINGEMENT NOTICE" in the subject header of your communication.

## GENERAL

- Just like a speeding ticket, you can't transfer any of your rights or obligations under these terms to anyone else without our prior permission. To be clear, access to any Content you purchase is limited to one user.
- If we choose, at any time, not to insist on a right or remedy that these terms give us, that doesn't mean we won't be able to take advantage of that right or remedy at any other time.
- If, for some reason, it turns out that there is something in these terms that isn't legally enforceable, we will cross it out. In other words, these entire terms won't be invalidated just because one or more parts of it are invalid.

- If we can't resolve any issues between us, our dispute will be controlled by the laws, and in the courts of the State of Queensland, Australia. You and we agree that neither of us will engage in any conduct or communications with a third party, public or private, designed to disparage the other.
- These terms represent the entire agreement between us in relation to the Site. Any prior communications or displays between us (whether electronic, oral or written) aren't legally binding on either of us.

## **CONTACTING US**

If you have any questions regarding these terms, you can contact us at:

C/- PO Box 636 New Farm Qld 4005, Australia  
+61 438 438 775  
[Info@nicolecody.com](mailto:Info@nicolecody.com)

These terms of use are effective as of November 2019.