



# **The Wizdom Journal**

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TERMS OF SERVICE

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**A. Introduction**

1. These Terms of Service (“Terms”) apply to your access to and use of The Wisdom Journal™ website, affiliated social media profiles and posts, newsletters, emails, subscriptions, merchandise and other communications (collectively, the “Site”) provided by Imagineer’s Tools Pty Ltd trading as The Wisdom Journal (“The Wisdom Journal”, “we”, or “us”).
2. By accessing our Site, you agree to be bound by these Terms and any terms incorporated by reference or necessary implication. If you do not agree to all these Terms, do not use our Site and if you must communicate with us, please advise us while doing so.
3. We may make changes to these Terms from time to time. If we make changes, we will provide you with notice of such changes, such as by sending an email, providing a notice through our Site or updating the date at the top of these Terms.
4. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued use of our Site after we provide such notice will confirm your acceptance of the changes. If you do not agree to all the amended Terms, you must stop using our Site.
5. If you have any questions about these Terms or our Site, please contact us via: [legal@wisdomjournal.com](mailto:legal@wisdomjournal.com).

**B. Privacy**

6. For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy.

**C. Use of Site & Site Materials**

7. The Site and the documents, content and other materials available through this Site (the “Site Materials”) are owned by The Wisdom Journal, our licensors or other third parties and are protected by Australian and international copyright laws.
8. Except as explicitly stated in these Terms, all rights in and to the Site and the Site Materials are reserved by us, our licensors, or relevant third parties and may be used solely as authorised in these Terms.
9. The Site and the Site Materials are provided solely for informational and entertainment purposes and may be used solely for your own personal, non-business, use.
10. All materials published or available on the Site (including, but not limited to text, photographs, images, illustrations, designs, audio clips, video clips, the audio and visual aspects of the Site’s presentation) are protected by copyright and owned or controlled by The Wisdom Journal or the relevant third party that produced the content, whether credited or not.
11. Any use of the Site or the Site Materials other than as specifically authorised herein, without our prior written permission, is strictly prohibited, will terminate the licence granted herein and violate our intellectual property rights.

12. The Site and the Site Materials are provided on an “as is” or “as available” basis without warranty or liability of any kind. The provision of information, agreements or templates does not constitute legal or other advice or create a lawyer-client relationship between The Wisdom Journal and the user. You should contact a lawyer to obtain legal advice with respect to any information or documents obtained from the Site prior to relying on them in a manner capable of affecting your or someone else’s rights, interests or liabilities.

**D. No Legal Advice**

13. Our Services are for informational and entertainment purposes only and not for the purpose of providing legal advice. You should contact your lawyer to obtain advice with respect to any issue or problem.
14. The use of and access to our Services does not create a lawyer-client relationship. Likewise, the provision of information or materials does not constitute legal or other advice or create a lawyer-client relationship. You should contact a lawyer to obtain legal advice with respect to any information or documents obtained from the Site prior to relying on them in a manner capable of affecting your or someone else’s rights, interests or liabilities.
15. The opinions expressed through the Site are the opinions of the individual author and may not reflect the opinions of The Wisdom Journal.

**E. Prohibited Conduct & Content**

16. You are solely responsible for your use of the Site, and you use it at your own risk.
17. You must not violate any applicable law, contract, intellectual property right or other third party right or commit a tort and you are solely responsible for your conduct while using our Site.
18. You may only post or otherwise share content that is non-confidential and that you have all necessary rights to disclose, including the lawful right to distribute and reproduce such content. You will not post, upload to, transmit, distribute, store, create or otherwise publish through our Site any of the following:
- Content that is unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
  - Content that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
  - Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party. By posting any content, you represent and warrant that you have the lawful right to distribute and reproduce such content;
  - Content that contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
  - Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
  - Unsolicited promotions, advertising or solicitations;
  - Private or personal information of a third party without such third party’s consent;
  - Viruses, corrupted data, or other harmful, disruptive or destructive files or content; or

- Content that, in our sole judgment, is objectionable or restricts or inhibits any other person from using or enjoying the Site or may expose us or our users to any harm or liability of any type.

19. You further agree that you are solely responsible for your conduct while accessing or using our Site and you agree that you will not do any of the following in connection with our Site or its users:

- Use our Site other than for its intended purposes and in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Use or attempt to use another user's account without authorization from us and that user;
- Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
- Engage in any stalking, intimidating, threatening, predatory or otherwise harassing conduct or cause discomfort to other users;
- Copy, download, reproduce, distribute, publicly perform or publicly display all or portions of our Site, except as expressly permitted by us, our licensors, or the third parties that own the intellectual property rights to the content in question;
- Modify our Site or its content, remove any proprietary rights notices or markings, or otherwise make any derivative works based on the content on our Site;
- Reverse engineer any aspect of our Site or its content or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots, or similar data gathering or extraction methods designed to scrape or extract data from our Site;
- Develop or use any applications that interact with our Site without our prior written consent;
- Bypass or ignore instructions contained in our system files;
- Send, distribute or post spam, unsolicited or bulk commercial electronic communications, chain letters or pyramid schemes;
- Send any unsolicited commercial messages;
- Use our Site for any illegal or unauthorised purpose, or engage in, encourage or promote any illegal activity that violates these Terms; or
- Circumvent or attempt to circumvent any filtering, security measures or other features that we may from time to time adopt to protect our Services, our users or third parties.

#### **F. Trademarks & Intellectual Property**

20. Our Site, logo, original phrases and terms (such as those containing the word "Wize" or some variation of it) as well as slogans including the text, graphics, images, photographs, videos, illustrations, information, data, software and other content and materials contained therein (and the selection, arrangement and presentation thereof), are owned by The Wisdom Journal, our licensors and third parties and are protected under both Australian and foreign

laws. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Site for non-commercial purposes of viewing, listening to and reading its content.

21. Any other access, use, downloading, copying, distribution, retransmission or modification of our Site, without our prior written permission, is strictly prohibited and will terminate the licence granted herein and violate our intellectual property rights.
22. Reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

#### **G. Feedback**

23. You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about The Wisdom Journal or our Site (collectively, “Feedback”).
24. You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including, without limitation, to develop, copy, publish, distribute, or alter the Feedback in The Wisdom Journal’s sole discretion. You understand that The Wisdom Journal may treat Feedback as non-confidential.

#### **H. Third Party Content, Products, & Sites**

25. We may make third party documents and other content available through the Site or provide information about third party organisations, events, products, services, or activities (collectively, “Third Party Content and Information”).
26. We provide Third Party Content and Information as a service to those interested in such content. Your dealings, correspondence, or interaction with third parties are solely between you and the third party and your access to and use of any Third Party Content and Information is solely at your own risk. The Wisdom Journal does not control or endorse and makes no representations or warranties regarding, any Third Party Content and Information.
27. Any Third Party Content and Information shared without an explicit agreement with the owner is shared on the basis of its availability in the public domain and/or on the basis of the allowance afforded by the law for fair use for purposes such as criticism, comment, news reporting, teaching, scholarship and research.
28. Please contact us via email to [legal@wisdomjournal.com](mailto:legal@wisdomjournal.com) if you would like to raise any issue in respect of any Third Party Content and Information published on the Site.

#### **I. Indemnification**

29. To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless The Wisdom Journal and its independent contractors, service providers, consultants, related entities and each of their respective shareholders, officers, directors, agents, partners and employees (individually and collectively, the “Indemnified Parties”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“Claims”) arising out of or related to:

- Your Feedback or your use of any Site Materials;
  - Your violation of these Terms;
  - Your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or
  - Your misconduct in connection with the Site or the Site Materials.
30. You agree to promptly notify Indemnified Parties of any third party Claims, cooperate with Indemnified Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, lawyers' fees).
31. You also agree that the Indemnified Parties will have control of the defence or settlement, at the Indemnified Party's sole option, of any third party Claims.

#### **J. Disclaimers**

32. Your use of our Site and Site Materials is at your sole risk. Our Site and any Site Materials contained therein are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including, but not limited to, implied warranties in relation to the quality, accuracy, fitness for purpose and consistency of access to the Site Materials.
33. Any representations made by the Wisdom Journal, or agents acting on its behalf, in relation to the quality, accuracy, fitness for purpose and consistency of access to the Site Materials in any manner other than inclusion in our Terms Of Service or Subscription Policy, merely express the standards that we strive to achieve and do not give rise to any enforceable rights or entitlements for parties purporting to act in reliance upon those representations.
34. Furthermore, the Site publishes satirical and parody content which may appear technically inaccurate if accepted at face value, without context. We expect users to exercise proper judgment in discerning fact from satire and to verify the accuracy of the information published on the Site through reliable, independent sources before taking any steps in reliance on it.
35. We cannot and do not represent or warrant that our Site or servers are free of viruses or other harmful components.
36. You assume the entire risk as to the quality, effectiveness, accuracy and performance of the Site and the Site Materials.

#### **K. Limitation Of Liability**

37. To the fullest extent permitted by applicable law, The Wisdom Journal and its contractors, service providers, consultants, related entities and each of their respective shareholders, officers, directors, agents, partners and employees, will not be liable to you under any theory of liability - whether based in contract, tort, negligence, strict liability, warranty, or otherwise - for any indirect, consequential, exemplary, incidental, punitive or special damages or economic losses, even if such parties have been advised of the possibility of such damages.
38. The total liability of The Wisdom Journal for any claim arising out of or relating to these Terms or our Site or Site Materials, regardless of the form of the action, is limited to AUD 5.00.

**L. Modifying & Terminating Our Site**

- 39. We reserve the right to modify our Site or to suspend or stop providing all or portions of our Site or Site Materials at any time.
- 40. You also have the right to stop using our Site at any time.
- 41. We are not responsible for any loss or harm related to your inability to access or use our Site or our Site Materials.

**M. Severability**

- 42. If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

**N. Governing Law & Venue**

- 43. Any dispute arising from these Terms and your use of the Site will be governed by and construed and enforced in accordance with the laws of Victoria, Australia, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.
- 44. Any dispute between the parties will be resolved in the courts of Victoria, Australia.

**O. Miscellaneous**

- 45. The failure of The Wisdom Journal to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.
- 46. The section titles in these Terms are for convenience only and have no legal or contractual effect.
- 47. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.
- 48. You agree that communications and transactions between us may be conducted electronically.