

WEBSITE TERMS OF USE

GOLG Pty Ltd (ACN 688 953 022) trading as Recreate & Rise

1. About the Website

- (a)** Welcome to www.recreateandrise.com (Website). The Website is operated by GOLG Pty Ltd (ACN 688 953 022) trading as Recreate & Rise (Recreate & Rise, we, us or our).
- (b)** The Website offers a range of content and services (Services), including:
- free content accessible to visitors, including blog posts, educational articles, free resources and general website content;
 - interactive tools and enquiry pathways, including discovery calls, enquiry forms, applications and assessment tools; and
 - paid and registration-based services, including online mentoring programs, group mentoring, membership resources, digital resources, workshops, webinars, educational content and related personal development services (Paid Services).
- (c)** Some Services are available without registration. Other Services may require registration, payment, enrolment, subscription or acceptance of additional terms, including separate program terms, membership terms, refund and cancellation terms, community guidelines or other terms notified to you before purchase or participation.
- (d)** Please read these terms and conditions (Terms) carefully. By using, browsing, reading or interacting with the Website or any of its Services, you signify that you have read, understood and agree to be bound by these Terms. If you do not agree with these Terms, you must cease use of the Website and Services immediately.
- (e)** We may review and change these Terms by updating this page. Changes take effect from the date of publication. We recommend you keep a copy of these Terms for your records.

2. Acceptance of the Terms

- (a)** You accept these Terms by accessing or using any part of the Website, including by browsing free content, submitting a form, booking a discovery call, completing an assessment, purchasing a product or service, registering for an account, joining a program or membership, or remaining on the Website.
- (b)** You may also accept these Terms by clicking to accept or agree to the Terms where this option is made available to you in the user interface, checkout process, enrolment process or registration process.
- (c)** These Terms apply to all visitors, users, customers, clients, participants and Members, regardless of whether you have registered an account or purchased any Paid Services.

3. Registration and Access to Paid Services

- (a)** General access to the Website does not require registration. To access certain Paid Services, you may be required to create an account, complete a booking form, submit an enquiry, join a program, subscribe to a membership, make payment through a third-party payment platform, or accept additional terms.
- (b)** As part of the registration, booking, enquiry, application, assessment, payment or participation process, you may be required to provide personal information, including your name, email address, telephone number, booking details, assessment responses, program enquiries, payment-related information, and any personal information voluntarily submitted through forms, email, bookings, applications, assessments, calls or program/membership interactions.

- (c) If a mailing address, username or password is required for a particular Service, platform, merchandise delivery, account or membership area, you agree to provide accurate, current and complete information and to keep your login details secure.
- (d) You warrant that any information you provide to us in connection with the Website or Services will be accurate, correct and up to date.
- (e) Once you have completed any required registration process for an account, program, membership or other Paid Service, you may be treated as a registered member of the Website or relevant Service (Member). Visitors who access free content or submit enquiries without registration are also bound by these Terms but are not considered Members unless they complete the relevant registration, enrolment or subscription process.
- (f) You may not register for an account, access Paid Services or accept these Terms in that capacity if you are not of legal age to form a binding contract with GOLG Pty Ltd, or if you are barred from receiving the Services under the laws of Australia or any other applicable jurisdiction.

4. Your Obligations When Using the Website and Services

- (a) These obligations apply to all users of the Website, including general visitors and registered Members. You agree that:
 - you will use the Website and Services only for purposes permitted by these Terms and by applicable law, regulation and generally accepted practices or guidelines;
 - where you hold an account, you are solely responsible for protecting the confidentiality of your password, email address and account access details;
 - you will not permit any other person to use your account or registration information and you will notify us promptly if you become aware of any unauthorised use or breach of security;
 - access to the Website and Services is limited, non-transferable and for your personal, non-commercial use unless otherwise expressly approved by us in writing;
 - you will not use the Website or Services in connection with any commercial endeavour, competing business, solicitation or promotional activity unless specifically endorsed or approved by us;
 - you will not collect email addresses, personal information or other data from visitors, Members or participants for the purpose of sending unsolicited communications or for any unauthorised purpose;
 - you will not frame, scrape, copy, reproduce, republish, upload, transmit, distribute, adapt, teach, resell, exploit or otherwise use Website content, program material, frameworks, tools or resources except as expressly permitted by these Terms;
 - commercial advertisements, affiliate links, spam, solicitation or inappropriate promotional material may be removed without notice and may result in termination of access to the Services;
 - you will not use the Website or Services for any unlawful, misleading, abusive, harmful, disruptive or unauthorised purpose; and
 - any automated use of the Website or Services, including scraping, bots or unauthorised data extraction, is prohibited.

5. Payment

- (a) Payments for Paid Services may be processed through Stripe or another payment provider nominated by us. In using the Website, Services or payment facilities, you acknowledge that third-party payment terms may apply.
- (b) You are responsible for ensuring that the Paid Service you select is suitable for your circumstances before purchasing, enrolling or subscribing.
- (c) If a payment is returned, declined, dishonoured, reversed, unpaid or otherwise not received, you remain liable for the amount due and any reasonable costs associated with recovering the payment, including banking fees and charges, to the extent permitted by law.

- (d) Fees, inclusions and billing arrangements for specific Paid Services, memberships, programs, workshops or digital products will be set out at the time of purchase, enrolment or subscription. We may vary fees for future Services or future subscription periods, subject to any specific terms that apply to your purchase and applicable law.

6. Refunds, Cancellations and Transfers

- (a) Refunds, cancellations, transfers, missed-session arrangements and access periods may be subject to separate terms for specific programs, memberships, workshops, digital products or Services.
- (b) Unless otherwise stated in the specific terms for a Paid Service, refunds are not provided for change of mind, non-attendance, failure to participate, or personal circumstances, except where required by law or where we determine, at our discretion, that a refund, credit or transfer is reasonable in the circumstances.
- (c) If we are unable to continue providing a Paid Service, we may offer a refund, credit, transfer, rescheduled delivery or other remedy having regard to the circumstances, the nature of the Service and applicable law.
- (d) Nothing in these Terms excludes, restricts or modifies any rights or remedies you may have under the Australian Consumer Law or any other applicable law that cannot lawfully be excluded, restricted or modified.

7. Copyright, Intellectual Property and Use of Materials

- (a) The Website, Services and all related materials are subject to copyright and other intellectual property rights. Unless otherwise indicated, all rights in the Website and Services are owned, controlled or licensed by GOLG Pty Ltd.
- (b) This includes, without limitation, the Recreate & Rise brand, the RISE Framework, program structures, workbooks, downloads, assessment tools, videos, templates, worksheets, checklists, blogs, educational resources, digital products, written content, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features.
- (c) We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website and any materials made available to you for your own personal, non-commercial use only, unless we agree otherwise in writing.
- (d) You must not, without our prior written permission, copy, adapt, reproduce, publish, upload, transmit, distribute, display, teach, share, licence, sell, resell, exploit, commercialise or create derivative works from any Website content, Service content, frameworks, tools, resources or program materials.
- (e) Nothing you do on or in relation to the Website or Services transfers any business name, trading name, domain name, trade mark, copyright, design, system, process, framework or other intellectual property right to you.

8. Privacy

- (a) We take privacy seriously. Any personal information provided through your use of the Website or Services is handled in accordance with our Privacy Policy, which is available on the Website.
- (b) You acknowledge that some forms, assessment tools, discovery calls, program applications or membership interactions may involve the voluntary disclosure of personal or sensitive information. You should only provide information you are comfortable sharing and should seek professional advice where appropriate.

9. Mentoring, Education and Professional Advice Disclaimer

- (a) Recreate & Rise provides education, mentoring, personal development content, lived-experience guidance and general information only.
- (b) The Website and Services do not provide therapy, counselling, psychology, medical advice, legal advice, financial advice, diagnosis, treatment or crisis support. You should seek advice from appropriately qualified professionals for your individual circumstances.

- (c) If you are experiencing a crisis, mental health emergency, risk of harm or family violence concern, you should contact emergency services or an appropriately qualified crisis support service in your location.
- (d) You acknowledge that personal development, mentoring, group programs and reflective tools may involve consideration of emotional or personal matters. You are responsible for your own wellbeing, decisions, participation and engagement.
- (e) We do not guarantee any particular emotional, financial, relationship, legal, personal, business, health or life outcome from use of the Website or Services.

10. General Disclaimer

- (a) Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law, which by law may not be limited or excluded.
- (b) Subject to the above and to the extent permitted by law, all terms, guarantees, warranties, representations or conditions not expressly stated in these Terms are excluded.
- (c) Use of the Website and Services is at your own risk. Everything on the Website and in the Services is provided to you on an "as is" and "as available" basis without warranty or condition of any kind, except as required by law.
- (d) We do not warrant that the Website or Services will be uninterrupted, error-free, secure, free of harmful components, or that any defects will be corrected.
- (e) We do not warrant the accuracy, suitability, completeness or currency of any information on the Website, Services or third-party materials, and you should make your own enquiries before relying on any information.

11. Limitation of Liability

- (a) To the extent permitted by law, GOLG Pty Ltd will not be liable for any special, indirect, incidental, consequential or exemplary loss or damage, loss of profit, loss of opportunity, loss of goodwill, loss of data, or other intangible loss arising out of or in connection with the Website, Services or these Terms.
- (b) To the extent permitted by law, our total liability arising out of or in connection with the Website, Services or these Terms is limited, at our option, to the resupply of the Services or the cost of resupplying the Services.
- (c) This clause does not limit any rights you may have under the Australian Consumer Law or any other applicable law that cannot be lawfully limited.

12. Third-Party Platforms and Links

- (a) The Website and Services may use or link to third-party platforms, including Wix, Stripe, Calendly, Zoom, email marketing or CRM tools, community platforms, social media platforms and other service providers.
- (b) Your use of third-party platforms may be subject to separate terms, privacy policies and practices of those providers. We are not responsible for the content, availability, security, policies or practices of third-party websites, platforms or services, except to the extent required by law.

13. Competitors

- (a) If you are in the business of providing similar services for commercial gain, you are a competitor of GOLG Pty Ltd. Competitors are not permitted to use or access the Website, Services, frameworks, resources or materials for the purpose of copying, adapting, benchmarking, reverse engineering, commercialising, teaching, reselling or creating competing services or products.
- (b) If you breach this clause, GOLG Pty Ltd may hold you responsible for loss or damage suffered and may seek any remedies available at law.

14. Termination and Suspension

- (a) These Terms continue to apply until terminated by either you or by us as set out below.
- (b) You may stop using the Website at any time. Where you hold an account, subscription, membership or Paid Service, termination, cancellation or non-renewal may be subject to the specific terms applying to that Service.
- (c) You may notify us in writing of your intention to terminate or cancel an account, subscription or Paid Service using the contact details or cancellation process made available on the Website or in the relevant Service terms.
- (d) We may suspend, restrict, discontinue or terminate your access to the Website or Services if you breach these Terms, fail to make payment, do not renew a subscription, misuse the Website or Services, act in a way that affects our reputation or the rights or safety of others, or if provision of the Services is no longer commercially viable or required to be discontinued by law.
- (e) Where possible and appropriate, we will use reasonable endeavours to notify you of suspension or termination. However, we may act immediately where we reasonably consider it necessary to protect our business, participants, community, intellectual property, systems, reputation or legal position.

15. Community Conduct

- (a) Where a Service includes group mentoring, online community access, comments, forums, calls or other participant interaction, you agree to participate respectfully and constructively.
- (b) You must not harass, shame, threaten, abuse, diagnose, defame, exploit or disclose another participant's personal information or story without consent. You must not screenshot, record, publish or share another participant's content or personal information unless expressly permitted.
- (c) We may remove content, moderate discussions, suspend access or terminate participation where we consider conduct to be unsafe, disruptive, inappropriate, unlawful or inconsistent with the purpose of Recreate & Rise.

16. Indemnity

- (a) You agree to indemnify GOLG Pty Ltd, its affiliates, employees, agents, contributors, third-party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage, including legal fees on a full indemnity basis, arising out of or in connection with:
 - your content, submissions, comments, testimonials, posts, communications or other materials you provide through the Website or Services;
 - your access to, use of or attempted use of the Website or Services;
 - your breach of these Terms;
 - your misuse of our intellectual property or confidential information; or
 - your breach of any law or third-party rights.
- (b) This indemnity is subject to any rights you may have under the Australian Consumer Law or other applicable law.

17. Dispute Resolution

- (a) If a dispute arises out of or relates to these Terms, either party must not commence Tribunal or Court proceedings in relation to the dispute unless this dispute resolution clause has been complied with, except where urgent interlocutory relief is sought.
- (b) A party claiming a dispute has arisen must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the dispute.
- (c) Within 28 days of receipt of the notice, the parties must endeavour in good faith to resolve the dispute by negotiation or such other means as they mutually agree.

- (d)** If the dispute has not been resolved within 28 days after the notice, the parties must either agree upon a mediator or request that an appropriate mediator be appointed by the Resolution Institute.
- (e)** The parties are equally liable for the fees and reasonable expenses of the mediator and any venue costs of the mediation, and each party must pay its own costs associated with the mediation.
- (f)** The mediation will be held in Sydney, New South Wales, Australia, unless the parties agree otherwise.
- (g)** All communications concerning negotiations and mediation arising out of or in connection with this clause are confidential and, to the extent possible, must be treated as without prejudice negotiations for the purpose of applicable laws of evidence.
- (h)** If two months have elapsed after the start of mediation and the dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

18. Venue and Jurisdiction

- (a)** The Website is operated from Australia. In the event of any dispute arising out of or in relation to the Website, Services or these Terms, the parties agree that the courts of New South Wales, Australia will have jurisdiction, subject to any rights or remedies that cannot be excluded by law.
- (b)** If you access the Website or Services from outside Australia, you are responsible for ensuring that your access and use complies with the laws of your location.

19. Governing Law

- (a)** These Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim arising out of or in any way relating to these Terms is governed, interpreted and construed under the laws of New South Wales, Australia, without reference to conflict of law principles, subject to any mandatory laws that may apply.

20. Severance

- (a)** If any part of these Terms is found to be void, invalid or unenforceable by a court of competent jurisdiction, that part will be severed and the remainder of these Terms will remain in force.

21. Contact

- (a)** Questions about these Terms may be directed to GOLG Pty Ltd trading as Recreate & Rise through the contact details or contact form available on the Website.