# Terms of Use - MainTraining Pty Ltd (Sarah Cordiner)

# These Terms of Use and Privacy Policy apply to:

www.maintraining.thinkific.com www.sarahcordiner.com

#### **Terms of Use**

MainTraining Pty Ltd maintains this website and all courses, books and products hosted herein (the "Site") for the use of its customers, vendors, students, and other Site users ("Users") upon agreement to the following terms.

Please read the terms carefully before using the Site. Use of this website and checking the 'agree to terms' box upon your enrolment indicates your acceptance of these "Terms of Use" and forms a binding agreement between you and MainTraining Pty Ltd. If you do not agree to these terms, do not use this Site.

#### 1. Use of Site

MainTraining Pty Ltd provides various materials, information, quizzes, tests, questions, articles, news and other information on this and related sites and in courses offered through this site (the "Materials"). MainTraining Pty Ltd authorizes each User to view and download one copy of the Materials. Materials may be downloaded and a maximum of one copy of the Materials may be printed provided that Users make no modifications to the Materials and you retain all copyright and other proprietary notices contained in the original Materials on any copies of the Materials. Users may not modify the Materials at this Site in any way or reproduce, share or distribute them. Users will keep all Materials confidential, and will not sell, auction, loan, rent, give away, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these Terms of Use automatically terminates your authorized use of the Site.

#### 2. Enrolment

By accepting these terms you agree to pay the full fee for the Course/Product that you have enrolled in

You agree to pay the full amount of the Course fees even if you do not complete the Course. If the participant is under 18, the parent/guardian is responsible for the payment of the Course Fees. The approximate duration of the Course and the duration of access is stated on the course information page - you agree that you have read and understand your access periods. You are aware that this is not accredited/certified training.

#### 3. Refunds, Chargebacks and Cancellations

MainTraining Pty Ltd/Sarah Cordiner complies with Australian Consumer Law in regard to refunds. We are *not* required to provide a refund if you change your mind about the course that you chose to enrol into

However, while course fees are non-refundable, students may have *extenuating circumstances\** that started/occurred since enrollment that prevented them from undertaking their course.

Where *evidence* can be successfully provided to support the student's extenuating circumstances (by email to scordiner@maintraining.com.au), course fees may be refunded or partially refunded as per the following:

- 100% within 7 days of enrollment if less than 10% of the course has been accessed/consumed.
- 50% within 14 days of enrollment if less than 10% of the course has been accessed/consumed.
- 25% within 30 days of enrollment if less than 10% of the course has been accessed/consumed.
- Refunds are **not** issued after 30 days of enrollment.
- Refunds are not issued if more than 10% of the course has been accessed/consumed.

Where you are enrolled in a subscription membership, by accepting these terms, you agree that you have read and understood that you are able to cancel your subscription membership at any time, by logging into your own account at www.maintraining.thinkific.com, clicking on 'My Account', clicking on memberships and cancelling your membership.

**No refunds are given on membership subscriptions** as you pay for access to the content, not consumption of the content; and are free to cancel your membership access at any time as per these instructions.

Any chargebacks and dispute fees made through PayPal, Stripe, bank or other means will be appealed against you as per the Terms of Use that you agree to herein, along with a screenshot of your agreement to these upon your digital enrolment.

# \*Examples of extenuating circumstances which MIGHT be considered valid:

- Your own health problems, including major accident or injury, acute ailments, hospitalisation (including for operations), or those affecting a significant period of study. (Medical certificate required)
- Personal or psychological problems for which you are receiving counselling, or have been referred to a counsellor or similarly qualified practitioner. (Referral/treatment evidence required)
- Clinical depression or other significant mental health issue. (Medical certificate required)
- Pregnancy-related conditions and childbirth (including a partner in labour). (Medical certificate required)
- Bereavement causing significant impact. (Medical or counselling certificate required)
- Separation or divorce of yourself or your parents. (Legal documentation required)
- Recent burglary, theft or serious car accident. (Police report required)
- Jury service which cannot be deferred. (Notice of jury service required)
- A significant change to your financial circumstances such as being made redundant from employment, gone into administration or filed for bankruptcy (evidence required)

## 4. Geographic Location & Applicable Law

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#### 7. No Warranty

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#### 9. Effective Date and Updates

The Terms are effective as of 1st December 2020 and are subject to change without notice by MainTraining Pty Ltd at any time. Please check for changes regularly. Your use of this Site after such changes constitutes your agreement to such changes.

# **Privacy Policy**

MainTraining Pty Ltd respects your privacy. We do not collect personally identifiable information about you unless you voluntarily provide it, such as when you provide email contact information to subscribe to the MainTraining Pty Ltd email list newsletter, send feedback to MainTraining Pty Ltd, register for one of MainTraining Pty Ltds courses or respond to a survey.

If you voluntarily provide your email address or other contact information, we might also use it to inform you of changes to MainTraining Pty Ltd to survey you about your use or opinion of MainTraining Pty Ltd or to ask for your support. You can unsubscribe at any time via a link at the bo emails from us. At your request, we will also remove your contact information from our files entirely.

We do not make your contact information or any other personally identifiable information available to anyone outside MainTraining Pty Ltd or its service providers (who use the

information only for authorized MainTraining Pty Ltd purposes) unless we are legally required to do so.

In addition to the above, we collect certain anonymous (non-personally identifiable) information to help us improve the MainTraining Pty Ltd Sites and to evaluate the access and use of MainTraining Pty Ltd materials and the impact of MainTraining Pty Ltd on the worldwide educational community.

We collect information you provide about your use of and satisfaction with MainTraining Pty Ltd, through email you send us, through the MainTraining Pty Ltd feedback forms, and through MainTraining Pty Ltd surveys, whether or not you voluntarily include your contact information. We may use web analysis tools that are built into the MainTraining Pty Ltd Sites to measure and collect anonymous session information.

We also use "cookies" to improve your MainTraining Pty Ltd Sites experience and to collect anonymous information about how you use MainTraining Pty Ltd. However, cookies are not required for MainTraining Pty Ltduse. If your browser is configured not to accept cookies, you will still be able to access MainTraining Pty Ltd and its content.

When we report information about MainTraining Pty Ltd access, use, and impact, we report aggregate, non-personally identifiable data. Occasionally, we report quoted feedback from users. We do not attribute feedback to specific individuals unless we obtain permission to use that person's name along with the feedback.

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