



App-eLearn Terms and Conditions of Sale

These terms and conditions of sale (**Terms and Conditions**) apply to the ordering, purchase, and fulfilment of elearning development resources (**Resources**) from the website located app-elearn.com.au (**Website**).

These Terms and Conditions contain important information about the ordering, processing, fulfilment of Resources, including limitations of liability.

App-eLearn reserves the right to amend these Terms and Conditions from time to time without notice. A version of the current Terms and Conditions is available on the Website at all times.

Other terms and conditions

The following additional terms may also apply to your relationship with App-eLearn:

- App-eLearn Website Terms and Conditions
- App-eLearn Subscriber Terms of Use
- App-eLearn Privacy Policy.

Agreement

In these Terms and Conditions 'App-eLearn' means App-eLearn Pty Ltd ABN 48 631 013 897 (**App-eLearn**) and 'you' or 'your' means the person who accepts these Terms and Conditions by using the Website to place an order for Resources.

Resources advertised on the Website are advertised for sale subject to these Terms and Conditions. The placement by you of an order, and the acceptance by App-eLearn of your order, constitutes a legally binding contract between you and App-eLearn for the supply of Resources.

The parties acknowledge and agree that these Terms and Conditions constitute the entire agreement between App-eLearn and you for the supply of Resources. The Terms and Conditions

cannot be varied unless App-eLearn agrees to vary them in writing.

By agreeing to these Terms and Conditions and entering into the agreement with App-eLearn, you acknowledge and agree that you are over the age of eighteen (18) years.

Prices and payment

The applicable prices for Resources (**Price**) are as shown on the Website.

App-eLearn reserves the right to change the Price of Resources at any time without notice to you. The Price displayed at the time you place your order will continue to apply to you even if the Price changes before your order is accepted by App-eLearn.

Prices displayed on the Website are in Australian dollars and except as otherwise expressly stated, are exclusive of GST, and any other sales, value added or similar tax.

Once you have placed your order by agreeing to purchase the Resources for the Price, subject to these Terms and Conditions, App-eLearn may accept your order. Once App-eLearn has accepted your order, these Terms and Conditions become a legally binding contract between you and App-eLearn.

In the event you obtain a customised quote from App-eLearn for the supply of Resources advertised on the Website, then unless otherwise specified, the quote is valid for 30 days from the date of issue.

You will pay the Price to App-eLearn in accordance with the payment terms set out below:

- if you order Resources from the Website you must pay at the time of making your order.
- If you order Resources from App-eLearn pursuant to a customised quote, time for payment of the Price will be set out in the quote. If the time for payment is not specified, you must pay the Price no





later than 30 calendar days after receipt of a correctly rendered tax invoice.

- The Price must be paid using one of the following payment methods:
 - credit card (plus any charges that may be applicable); or
 - direct debit; or
 - bank transfer; or
 - any other methods as agreed to between the you and App-eLearn in writing.

No amount owing by you to App-eLearn may be offset against any amount owing to you from App-eLearn unless agreed in writing.

Goods and Services Tax

Unless otherwise stated, any amount specified in the Agreement as the consideration payable for any taxable supply does not include any Goods and Services Tax (**GST**) payable in respect of that supply.

If a party makes a taxable supply under the Agreement (**Supplier**), then the recipient of the taxable supply (recipient) must also pay, in addition to the consideration for that supply, the amount of GST payable in respect of the taxable supply at the time the consideration for the taxable supply is payable.

Despite anything stated in this clause, the recipient is not obliged under the Agreement to pay the amount of any GST payable until the supplier provides it with a valid tax invoice for the taxable supply.

If an adjustment event arises in relation to a taxable supply made by a supplier under the Agreement, the amount paid or payable by the recipient pursuant to clause 16(c) will be amended to reflect this and a payment will be made by the recipient to the supplier or vice versa as the case may be.

If a third party makes a taxable supply and the Agreement requires a party to the Agreement

(the Payer) to pay for, reimburse or contribute to (Pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the Payer must Pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

Cancellation of orders

App-eLearn reserves the right to cancel, at any time before the delivery and for whatever reason, an order it has previously accepted. App-eLearn may do this for example, but without limitation, where:

- An event beyond App-eLearn's control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike, pandemic, governmental action or failure of computer systems, means that App-eLearn is unable to supply the Resources within a reasonable time; or
- Resources ordered were subject to an error on the Website which was not discovered prior to the order being accepted.

You may cancel your order where App-eLearn has breached a material term of these Terms and Conditions.

Intellectual property

App-eLearn is the owner of all material on the Website, including the design and layout, text, code, information, graphics, illustrations, photographs, video, music, sound, trading names, service marks, logos, design, layout, downloads, and all associated intellectual property rights.

Descriptions

No warranty or guarantee is given by App-eLearn whatsoever regarding the quality, condition, specifications, or fitness for purpose of the Resources, except as required under the *Australian Consumer Law*.





You expressly acknowledge that you have relied entirely on your own knowledge, skills, and judgment in selecting and ordering the Resources.

Refunds

Subject to your rights under the Australian Consumer Law, refunds will only be offered in exceptional circumstances and at the absolute discretion of App-eLearn.

Any request for a refund must be made within 48 hours of the purchase and must be directed to enquiries@app-elearn.com.au.

Refunds will generally only be offered where:

- a Resource file is damaged during the transfer to you
- you have mistakenly purchased the same resource twice at the same time.

Claims and limitations of liability

Australian Consumer Law provides consumers with a number of consumer guarantees that cannot be excluded or limited. The limitations of liability set out in these Terms and Conditions are therefore subject to and will not apply to the extent that they limit or exclude such consumer guarantees.

You must promptly inform App-eLearn of all complaints or claims relating to any of the Resources.

App-eLearn's liability for any loss suffered or incurred by you, howsoever caused, which arises out of or in connection with the supply of Resources pursuant to these Terms and Conditions is limited to:

- the replacement of the Resources or the supply of equivalent Resources
- the payment of the cost of replacing the Resources or of acquiring equivalent Resources
- where you are not a consumer, provision of a credit

- in any other case, is excluded such that App-eLearn shall not be liable to you, except to the extent that the loss suffered or incurred by you was directly caused by an act or omission of App-eLearn.

To the full extent permitted at law, App-eLearn is not liable for any loss of profit, loss of revenue, loss of business, loss of bargain, loss of savings, loss of data, loss or goodwill, loss of reputation, the cost of obtaining replacement or alternative Resources or the cost of other remedial measures, or for any indirect, special, economic, or consequential loss, arising in connection with any order.

Jurisdiction

These terms and conditions are governed by the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Victoria Australia and all courts of appeal from them, for determining any dispute concerning these terms and conditions.

Changes and updates to this policy

A version of the current Subscriber Terms will be available on the Website at all times. Upon amendments or any updates to the Subscriber Terms, App-eLearn will inform current Subscribers, who may continue with their subscription or cancel their subscription in accordance with these Subscriber Terms.

Enquiries

If you have any queries about our Privacy Policy, please contact us at:

App-eLearn Pty Ltd
Level 3, 478 George Street
Sydney NSW 200
enquiries@app-elearn.com.au

