

5 Minutes for Me Terms and Conditions

5 Minutes for Me (5MM) is owned and operated by Great Expectation Speakers and Trainers ABN 48 771 384 899. 5MM and its affiliates are referred to herein as “5MM” or “we” or “us” or “our”. The services provided by 5MM are collectively referred to herein as the “Platform”.

The Platform allows individuals (‘users’) to interact with text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Platform, collectively referred to herein as the “Content”.

5MM has the right to amend, vary and/or replace the Terms and Conditions of the 5MM Platform as required and will update the 5MM Platform accordingly. Continued use of the 5MM Platform will be deemed as acceptance of any amendment, variation and/or replacement of the Terms and Conditions.

By using our services, you agree to be bound by these Terms and Conditions.

1. Privacy

- 1.1. Any personal information supplied by a user when using the Platform will be used by 5MM in accordance with its Privacy Policy. By using the Platform, the user acknowledges that it has read, understood and accepted 5MM’s Privacy Policy.

2. User Profiles

- 2.1. It is your responsibility to ensure that your user details entered on the Platform are true, complete and correct. 5MM will use reasonable endeavours to rectify any incorrect information promptly when notified.
- 2.2. You may use the Platform only if you are 13 years or older and are not barred from using the Platform under applicable law. To make a purchase via the Platform (described in the Section titled “Purchases” below), you must be 18 years or older and capable of forming a binding contract.
- 2.3. It is your responsibility to ensure that your login, username and password are kept confidential.
- 2.4. 5MM does not accept responsibility for any loss, liability, claim, demand, damages, costs and expenses arising out of or in connection with use of your login and password by you or any other party.
- 2.5. 5MM may, in its absolute discretion, at any time and without notice to you amend, vary or remove your user profile (**User Profile**) if, in 5MM’s reasonably held opinion, it is offensive, breaches legislation, breaches these Terms and Conditions, is misleading, deceptive or infringes the legal or equitable or moral rights of others.
- 2.6. 5MM may contact you directly to discuss promotions related to the 5MM Platform.

- 2.7. Information contained in your User Profile may be published on social networking sites through accounts controlled and operated by 5MM.

3. 5MM Platform

- 3.1. Access to the 5MM Platform may be restricted on occasion due to maintenance and repairs of the services provided on the 5MM Platform or to allow for updating of the information contained on the 5MM Platform.
- 3.2. The 5MM Platform may contain links to third party sites (**Linked Websites**). 5MM does not make any representations or warranties regarding the Linked Websites and does not take responsibility for the material contained on those sites. If you access Linked Websites from the 5MM Platform, you are no longer governed by 5MM's Privacy Policy or Terms and Conditions. 5MM advises users to read the privacy statement and terms and conditions for the Linked Websites.
- 3.3. Where Content on the 5MM Platform is protected under trademark and copyright law, unauthorised use of any Content may constitute a breach of laws governing intellectual property. 5MM does not licence or authorise the use of Content belonging to it or to other parties who have contributed content to the 5MM Platform. Any fraudulent, illegal or unauthorised use of the 5MM Platform is a violation of these Terms and Conditions.
- 3.4. 5MM makes no guarantees and accepts no liability in relation to any errors or faults that may appear on the 5MM Platform.
- 3.5. You understand and agree that the Content and any other information you interact with on the 5MM Platform is not intended, designed, or implied to diagnose, prevent, or treat any condition or disease, to ascertain the state of your health, or to be a substitute for professional medical care. Not all activities on the 5MM Platform are suitable for everyone. Do not use the Platform while driving, operating heavy machinery, or performing other tasks that require attention and concentration. You understand and agree that you are solely responsible for your use of the Platform.
- 3.6. 5MM does not warrant that the 5MM Platform will be available for uninterrupted use at all times or that any information communicated via the 5MM Platform will be transmitted accurately, reliably, in a timely manner or at all.
- 3.7. 5MM does not warrant that the 5MM Platform is free from any viruses or other malware which may have a harmful effect on any technology.

4. Purchases

- 4.1. Access to the 5MM Platform is regulated by payment of an individual or group licence (Subscription). When you purchase a Subscription (Transaction), 5MM may require you to provide information relevant to the Transaction, such as your credit card number, the expiration date of your credit card and your address(es) for billing and delivery (Payment Information). You represent and

warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. The amounts due and payable by you for a Transaction will be presented to you before you place your order. If you choose to initiate a Transaction via the Platform, you authorize us to provide your Payment Information to third party service providers so we can complete your Transaction and agree (a) to pay the applicable fees and any taxes; (b) that 5MM may charge your credit card or third party payment processing account, including, but not limited to, your account with the app store or distribution platform (like the Apple App Store, Google Play or the Amazon Appstore) where the App is made available (App Provider), for verification, pre-authorization and payment purposes; and (c) to bear any additional charges that your App Provider, bank or other financial service provider may levy on you as well as any taxes or fees that may apply to your order. You'll receive a confirmation email after we confirm the payment for your order. Your order is not binding on 5MM until accepted and confirmed by 5MM. All payments made are non-refundable and non-transferable except as expressly provided in these Terms.

- 4.2. All amounts are payable and charged at the beginning of the Subscription and, because each such Subscription renews automatically, for an additional period equal in length to the expiring Subscription term until you cancel it, at the time of each renewal until you cancel, using the Payment Information you have provided. You must cancel your Subscription before it renews to avoid the billing of the fees for the next Subscription period. You can cancel the renewal of your subscription at any time by contacting us by email at team@5minutesforme.app. If you purchase your Subscription via an App Provider, you can cancel the renewal of your subscription at any time with the App Provider. You will not receive a refund for the fees you already paid for your current Subscription period and you will continue to receive the Services ordered until the end of your current Subscription period.
- 4.3. A group Subscription grants an agreed number of referral codes to the Platform (Referral Codes) for use and distribution by the group Subscription holder and is otherwise charged in accordance with sections 4.1 and 4.2 of these Terms. Users who access the platform through a Referral Code agree to be bound by these Terms.
- 4.4. 5MM reserves the right to change its pricing terms for Subscriptions at any time and will notify you in advance of such changes becoming effective. Changes to the pricing terms will not apply retroactively and will only apply for Subscription renewals after such changed pricing terms have been communicated to you. If you do not agree with the changes to 5MM's pricing terms then you may choose not to renew your Subscription in accordance with section 4.2 of these Terms.
- 4.5. You agree that your Subscription is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by 5MM regarding future functionality or features.

5. Your Liability

- 5.1. You are liable to 5MM if you breach these terms or act negligently or fraudulently.
- 5.2. You must take reasonable steps to minimise the extent of any loss or damage you may suffer as a result of your use of the 5MM Platform.

6. Our Liability

- 6.1. Subject to claims available under consumer protection laws, 5MM is not liable:
 - a to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with your use of the 5MM Platform;
 - b for disruptions to the 5MM Platform;
 - c for any breach of security or unintended loss or disclosure of information which occurs because the 5MM Platform is linked to the internet; and
 - d to you or anyone else if the 5MM Platform or a Linked Website damages or disrupts your computer system. It is the user's responsibility to ensure that its use of the 5MM Platform or a Linked Website is free of damaging viruses or malware.
- 6.2. 5MM accepts no responsibility for the content of Linked Websites or for their privacy practices.
- 6.3. 5MM accepts no responsibility for any unauthorised use of any password or other access security means provided to you.
- 6.4. 5MM accepts liability to you for reasonably foreseeable loss or damage caused by a breach of any statutory guarantee or other rights under consumer protection laws that cannot be excluded and for loss or damage that was caused by our breach of contract or negligence under the principles applied by the courts, but we are not liable for:
 - a loss or damage that was not reasonably foreseeable;
 - b loss or damage that was not caused by our breach of statutory guarantee, contract or by our negligence;
 - c loss or damage that was caused by your breach of contract or your negligence;

- d business losses (such as lost data, lost profits or business interruptions); and
- e loss or damage caused by events outside our reasonable control (such as a malfunction in equipment or software, internet access difficulties or delay or failure of transmission).

7. Indemnity

- 7.1. You will at all times indemnify 5MM and its directors, officers, employees, agents and related bodies corporate (as defined in the Corporations Act 2001) from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by 5MM arising from any claim, demand, suit, action or proceeding by any person against you or 5MM where such loss or liability arose out of, in connection with or in respect of your use of the 5MM Platform, your conduct and/or your breach of the Terms and Conditions.

8. General

- 8.1. The Terms and Conditions of the 5MM Platform in no way create a partnership, joint venture, agency or employment relationship between you, your affiliates and 5MM.
- 8.2. Any provisions of the Terms and Conditions held to be illegal, void or unenforceable shall be severed. In such a case, the remainder of the Terms and Conditions will continue to be effective.
- 8.3. These terms are subject to the laws of Australia and you submit to the non-exclusive jurisdiction of the Federal Courts of Australia.
- 8.4. Failure by 5MM to exercise or enforce any of its rights, obligations or otherwise under these Terms and Conditions will not constitute a waiver of its rights.
- 8.5. These Terms and Conditions constitute the entire agreement between us and you with respect to the 5MM Platform.

How to Contact Us

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