

Website Terms of Use

for touchstone.net.au

Effective Date: October 1, 2025

1. Acceptance of Terms

1.1. **Agreement:** By accessing or using the website **touchstone.net.au** (the "Site"), operated by Touchstone Training & Coaching ("we", "us", or "our"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you must not use or access the Site.

1.2. **Australian Jurisdiction:** This Site and its Terms are governed by and construed in accordance with the laws of New South Wales, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts in that State.

1.3. **Changes to Terms:** We reserve the right to amend these Terms at any time. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site after any changes constitutes your acceptance of the new Terms.

2. Services

2.1. **Description:** The Site provides information about our sales training, coaching, and related services (the "Services").

2.2. **No Guarantee of Results:** While our Services are designed to help improve sales performance, we make no guarantees or warranties, express or implied, regarding the achievement of specific results or outcomes. Results are dependent on individual effort, client circumstances, and other external factors.

2.3. **Professional Advice Disclaimer:** The information, content, and Services provided on the Site are for educational and general information purposes only. They do not constitute professional, legal, financial, or therapeutic advice. You should seek qualified professional advice tailored to your specific situation before making any business decisions.

3. Intellectual Property

3.1. **Ownership:** All content on the Site, including text, graphics, logos, course materials, methodologies, training frameworks, videos, audio, and software, is the property of [Your Business Name/Touchstone] or its content suppliers and is protected by Australian and

international copyright and intellectual property laws.

3.2. Limited Licence: We grant you a limited, non-exclusive, non-transferable right to access and use the Site and its content for your personal, non-commercial use only.

3.3. Restrictions: You must not copy, reproduce, distribute, transmit, broadcast, display, sell, licence, or otherwise exploit any content on the Site for any commercial purpose without our prior written consent. This includes, but is not limited to, sharing or reselling training materials.

4. User Obligations

4.1. Prohibited Conduct: When using the Site, you agree not to:

- a. Violate any applicable laws or regulations;
- b. Infringe upon our intellectual property rights or the rights of others;
- c. Use the Site for any unlawful or fraudulent purpose;
- d. Distribute viruses or any other harmful computer code;
- e. Engage in any activity that interferes with or disrupts the Site or the servers and networks connected to the Site.

5. Purchases and Payments

5.1. Separate Agreement: Any purchase of our Sales Training or Coaching Services will be subject to a separate, formal **Service Agreement, Terms of Sale, or Engagement Contract** which will detail pricing, payment terms, delivery of service, cancellation, and refund policies.

5.2. Australian Consumer Law (ACL): Notwithstanding any other term, our goods and services come with guarantees that cannot be excluded under the ACL. For major failures with the service, you are entitled to cancel your service contract with us and to a refund for the unused portion, or to compensation for the reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

6. Limitation of Liability and Disclaimer

6.1. No Warranty: The Site and its content are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

6.2. Limitation of Liability: To the maximum extent permitted by law, [Your Business Name/Touchstone], its directors, employees, and agents shall not be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, resulting

from the use of, or inability to use, the Site or the Services.

6.3. **Indemnity:** You agree to indemnify, defend, and hold harmless [Your Business Name/Touchstone] and its affiliates, officers, directors, employees, consultants, and agents from any and all third-party claims, liability, damages, and/or costs (including, but not limited to, legal fees) arising from your breach of these Terms, your use of the Site, or your infringement of any intellectual property or other right of any person or entity.

7. Third-Party Links

7.1. **External Sites:** The Site may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

8. Privacy

8.1. Your use of the Site is also governed by our **Privacy Policy**, which is available [Insert Link to Privacy Policy] and is incorporated into these Terms by reference.

9. Contact Information

9.1. If you have any questions about these Terms, please contact us at:

Touchstone Training & Coaching
Email: info@touchstone.net.au