

MEMBER AGEEMENT

1. This Agreement sets out the terms and conditions between Saving Brother Pty Ltd (ACN: 647 827 003) as trustee for the Saving Brothers Trust (**Saving Brothers/we/us/our**) and you. We own and operate the Saving Brothers website and apps (**Platform**).
2. You agree to pay a **Membership Fee** as set out at:
<https://savingbrothers.com/membership/and> as amended by notice from Saving Brothers from time to time.
3. Once we have (within our absolute discretion) approved your application to become a Member and your Membership Fee has been paid, you will have a licence to participate in the Platform as a member. (**Member**).
4. As a Member you will have access to all features of the app including courses, mentorship and accountability partners. You acknowledge and agree that in some circumstances payments may be made by us to third parties (**Affiliates**) by way of commission for your Membership. You also acknowledge that in certain circumstances we may receive commission for products or services purchased by you.
5. We own or licence all trademarks, copyright, technology and all other rights titles and interests used to provide the Platform (**Intellectual Property**).
6. Under this Agreement we grant you a limited, revocable licence to use the Platform (**Licence**) for its Intended Purpose. The **Intended Purpose** is to become part of the Saving Brothers community through access to courses, mentorship, accountability partners and other tools made available from time to time. The Licence does not:
 - a. give you any rights, title or interest in any Intellectual Property; or
 - b. give you the right to collect or use information contained on the Platform for anything other than its Intended Purpose.
7. You acknowledge that you have read and understood our Privacy Policy. The Policies as amended from time to time (by us in our absolute discretion) form part of this Agreement. We will not notify you of changes in the Policies, you should ensure you keep up to date with the most recent Policies they are published on the Platform.
8. You warrant that you:
 - a. are over the age of 18 years and are able to form a contract under the applicable law. The Platform is for adults over the age 18 ;
 - b. will comply with the terms of this Agreement (as amended from time to time), all Policies and all applicable laws, regulations and rules when you us the Platform;
 - c. will not misuse the Intellectual Property and will take all reasonable steps to protect the Intellectual Property from misuse by third parties;
 - d. will exercise good faith in all transactions related to Saving Brothers; and
 - e. have read the Policies and will regularly check these and keep up to date with any changes.

9. The parties expressly acknowledge and agree that we are providing you with the Licence and:
 - a. nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties; and
 - b. nothing in this document will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

10. You are responsible for and must indemnify Saving Brothers and keep Saving Brothers indemnified against any loss, damage or injury incurred (directly or indirectly) as a consequence of, or in connection with:
 - a. your Membership and Licence;
 - b. your use of the Platform;
 - c. your negligent or wrongful act or omission;
 - d. misuse of any Intellectual Property (by you or by a third party where it is associated with your actions or failure to take action);
 - e. a breach by you of this Agreement (including the Policies), and all applicable laws, regulations and rules; or
 - f. a breach of a representation or warranty given by you under this Agreement,including, without limitation, loss, damage or injury to persons or property caused by you and any legal fees (on a full indemnity basis) or other costs that arise in defending any legal claims from third party arising from your Membership or Licence.

11. We provide links on the Platform to other websites that are not under our control, you may also engage with third parties on the Platform who may provide courses, coaching, mentorship or other services to you (**Services**). As we do not control those third parties or the Services, you agree that we will not be liable to you in any way for use of the Services. We do not endorse or make representations or warranties about third party sites, information or services found on the Platform.

12. Whether you choose to engage with third parties is entirely your decision and at your risk. We do not endorse or make representations or warranties about the Services and you agree to make your own inquiries and evaluation of the benefits and suitability of any of the Services to your personal circumstances. The Services are completely outside our control and we are not liable for any loss or damage that you suffer as a result of the Services or through your engagement with any third party from our website. The third parties may have their own terms of use and other policies. You must comply with these but where they conflict with this Agreement (including our Policies) this Agreement prevails.

13. When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, contest entries, communications or any other information (**Submissions**), you grant us an unrestricted license to use such Submissions for any purpose, including without limitation marketing and other promotional purposes and the right to sublicense. You agree that We will have no obligation to keep any Submissions confidential.

You will not bring a claim against us based on "moral rights" or the likes arising from our use of a Submission.

14. We do not control the content posted by third parties and, as such, do not guarantee the accuracy, integrity, or quality of such content. You understand that by using the Platform, you may be exposed to content that is offensive, indecent, or objectionable. Under no circumstances will we be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Platform by third parties.
15. You further agree that you shall not attempt to reverse engineer, de-compile or try to ascertain the source code to our software or any other software supplied under the Platform.
16. The opportunity to participate in the Saving Brothers community is on an "as is" basis without warranties whether oral, statutory, express or implied to the maximum extent permitted by the applicable law. Saving Brothers specifically disclaims any warranties of fitness for a particular purpose.
17. In no event shall Saving Brothers have any liability to you (or any third party) for any lost profits or revenues or for any indirect, special, incidental, consequential, or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not Saving Brothers had been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law.
18. Our liability in connection with your use of the Platform will not exceed the lesser of (i) the amount paid by you during the 6 months preceding the event giving rise to the liability, or (ii) one hundred (100) US dollars.
19. This Agreement (and, for the avoidance of doubt, your Membership) may be terminated by either party with one month's notice. Prepaid Membership Fees will not be reimbursed.
20. Saving Brothers may terminate this Agreement (and, for the avoidance of doubt, your Membership and Licence) at any time without notice if you:
 - a. engage in a serious act of negligence or wilful misconduct in carrying out your Membership;
 - b. behave in a way which Saving Brothers (in its absolute discretion), believes affects us or has the potential to damage the reputation of Saving Brothers, including but not limited to breaching the Community Rules policy;
 - c. fail to remedy, to the satisfaction of Saving Brothers, any breach of this Agreement that is capable of remedy within 7 days after the date on which Saving Brothers issues you a written notice requiring you to remedy the breach; or
 - d. breach any material provision of this Agreement and such breach cannot be remedied (as decided within our absolute discretion).
21. Where this Agreement (and, for the avoidance of doubt, your Membership) is terminated under 1 clause 5 or 16, you must immediately cease using the Platform. On the date of termination amounts owed by both parties under this Agreement will be offset and immediately payable.

22. The agreement between the parties is made up of this Agreement together with Policies. These terms may be amended by notice from Saving Brothers from time to time. Amendments to this Agreement can be made at any time by Saving Brothers notifying you. You agree that sending an email to the most recent email address Saving Brothers has in its records for you is adequate notice. For the avoidance of doubt, amendments to the Policies can be made without particular notice to you, by updating them on the Platform.
23. Saving Brothers may assign this Agreement to a third party at any time without seeking consent from you.
24. This document is governed by the law of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction over this Agreement.