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- 1.1 The Website is offered, supplied and provided on an “as-is” and “as available” basis, and the Provider assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any User communications or personalised settings.
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- 1.4 You may not:
 - (a) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or data transmitted through the Website;
 - (b) disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other Users are able to type, or otherwise act in a manner that negatively affects other Users’ ability to engage in real time exchanges;
 - (c) interfere with or disrupt the Website or servers or networks connected to the Website or disobey any requirements, procedures, policies or regulations of networks connected thereof;
 - (d) take any action that places an unusually large load on the infrastructure of the Website, or bandwidth connecting to the Website, or take any action that includes the use of any data accumulation, tool, robot or spider to compile, disseminate, extract, process, monitor or copy any web pages;

- (e) intentionally or unintentionally violate any applicable local, state, national or international law; and
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- 1.5 Any material downloaded or otherwise obtained through the Website is done at your own discretion and risk. You will solely be responsible for any damage to your computer system or loss of data that results from the download of the same.

2. WEBSITE AND STORE CONTENT

- 2.1 All information displayed on the Website and/or the Store, including descriptions and prices of Products, and any other information and materials communicated to you from time to time, such as, help topics and FAQs, are provided for guidance only, and no advice relating to purpose and suitability of Products or any other form of advice is understood to be given to you by the Provider.
- 2.2 **The Provider does not in any way guarantee the accuracy, integrity, completeness or quality of the information contained in any Product description and no person may rely on such description in the purchase of a Product. You are advised to confirm the accuracy and completeness of the Product description with the relevant supplier or manufacturer.**
- 2.3 Under no circumstances will the Provider 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 through or in connection with the Website and/or the Store. You are not entitled to rely and/or act upon such Content and/or use them as a basis for any cause of action in law or otherwise;
- 2.4 The Content may be subject to change without notice and does not take into account your objectives, personal or commercial situation and/or personal or educational needs.
- 2.5 In offering the Products for sale through or in connection with the Website and/or the Store, the Provider:
- (a) does not in any way recommend any Product;
 - (b) does not in any way offer preference of one Product over another Product supplied by a Supplier or a different Supplier; and
 - (c) does not in any way conduct any due diligence checks in respect of whether you have complied with any statutory obligations which may be required to be observed or professional licenses which may be required to be obtained for the purchase of certain professional Products in your state or local council jurisdiction.
- 2.6 The Provider has no control, authority or influence over any Suppliers and cannot be held liable over the acts or omissions of the same.
- 2.7 To the fullest extent of the law, the Provider expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranty of merchantability, fitness for a particular purpose or correspondence to particular descriptions in respect of any Content displayed on the Website. No advice or information, whether oral or written, obtained by you from the Provider or through or from the Website shall create any warranty.

2.8 You are not required to click on any Products or description of Products displayed on the Website, or purchase any Product offered for sale by the Provider.

3. PAYMENT TRANSACTIONS

3.1 Payments made through the Website are made using secure data protection processes. While the Provider shall use its best efforts to protect all personal and financial information given by you to the Provider when placing your Order or making an online payment, the Provider is unable to guarantee the security of any such information submitted or provided through or in connection with the Website. Accordingly, you acknowledge and agree that:

- (a) any submission or provision of information (including provision of credit card information) is made at your own risk and that the Provider disclaims any and all liability for, or arising in connection with, any interception, 'hacking' or other unauthorised access of such information through the Website by any unauthorised third parties; and
- (b) you are responsible for ensuring that the transaction, credit card information and all other details you provide in relation to your payments made through the Website are correct. The Provider disclaims any and all liability for, or arising in connection with, any incorrect transactions, errors or otherwise caused by factors outside of its control.

3.2 Subject to the other provisions of this clause herein, if for any reason the Provider is held to be liable to you in relation to the online payment process, the extent of the Provider's total liability shall be limited to the total Invoiced Amount paid by you to which the online payment process is associated with.

4. PROHIBITION ON REPRODUCTIONS AND COPIES ETC

- 4.1 You must not copy, modify, translate, publicise, reproduce, exploit, broadcast, transmit, distribute, perform, display or sell any of, or any portion of, any or all Content on the Website and/or the Store or create any derivative works thereof without the prior consent of the Provider.
- 4.2 You must not use any of the Content in connection with any commercial endeavours whether in whole or in part.
- 4.3 You are entitled to only retrieve and display Content on a computer screen, print individual pages on paper, photocopy and store such pages in electronic form on disc (but not on any server or other storage device connected to a network) solely for your personal use.
- 4.4 You must not alter the text, graphics, images, audiovisual or any other materials contained on the Website and/or in the Store or embodied in any Content.
- 4.5 Any unauthorised reproduction, publication, further distribution or public exhibition of the Website and/or images, photographs or videos of the Store or all Content contained therein in whole or in part is strictly prohibited.
- 4.6 Without express and written prior permission of the Provider, you must not to display or use in any manner the Provider's proprietary trademarks, including the Provider's name, logo, other names and logos of the Provider as may be created, produced or used from time to time, for any purpose whatsoever.

5. PURCHASER ACCOUNT

- 5.1 When you place an Order to purchase our Products, you may be required to create an account ("**Account**"). Accordingly, you will be given an account designation upon completing the Order process.
- 5.2 You are responsible for maintaining the confidentiality of the Account and the password, and are fully responsible for all activities that occur under the same.
- 5.3 You agree to:
- (a) immediately notify the Provider of any unauthorised use of your Account or password or any other breach of security; and
 - (b) ensure that you exit from your Account at the end of each session.
- 5.4 The Provider cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.

6. PURCHASER DATA INPUT

- 6.1 You are solely and entirely responsible to ensure the accuracy and completeness of all information and data that you submit or otherwise make available to the Provider, including the details entered in by you when you place your Order to purchase our Products.
- 6.2 In submitting information and data, you expressly acknowledge and agree that you shall not submit or otherwise make available through or in connection with the Website:
- (a) any information, data or material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, pornographic, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - (b) any information, data or material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
 - (c) any information, data or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - (d) any information, data or material comprising unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
 - (e) any information, data or material containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - (f) any information, data or material purporting to impersonate any other person or entity, including, but not limited to, any other User, the Provider's official, employee, consultant, guide, host or any other representative, or falsely state or otherwise misrepresent your affiliation with any person or entity.

6.3 You also expressly acknowledge and agree that:

- (a) the Provider shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, change or remove any information, data or material submitted by you or otherwise made available by you through or in connection with the Website or the Store;
- (b) the Provider may access, preserve, and disclose all information, data or material supplied by you if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:
 - (i) comply with legal process;
 - (ii) enforce this Disclaimer;
 - (iii) respond to your requests for customer service; and
 - (iv) protect the rights, property, or personal safety of the Website, other Users and/or the public.

6.4 You understand that the technical processing and transmission of information, data and material submitted or otherwise made available by you to the Provider may involve:

- (a) transmissions over various networks; and
- (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7. GENERAL PRACTICES REGARDING USE AND STORAGE

7.1 You expressly acknowledge and agree that:

- (a) the Provider may establish general practices and limits concerning use of the Website, including without limitation the maximum number of days and months that data submitted by you will be retained by the Website, the maximum amount of information that may be submitted by you and the maximum number of times and the maximum duration for which you may access any Content on the Website in a given period of time;
- (b) the Provider has no responsibility or liability for the deletion or failure to store any information or communication given by you, or obtained or procured from or through the use of the Website; and
- (c) the Provider reserves the right to modify these general practices and limits from time to time.

8. COMMUNICATIONS POLICY

- 8.1 The Provider will not respond unless required to do so by law to any communications sent to the Provider which contains threatening, abusive, malicious, pornographic, obscene, defamatory or otherwise illegal or inappropriate material. The Provider reserves the right to take such action as the Provider in its sole discretion deems fit in respect of such material.
- 8.2 All communications received will be taken to be submitted, where appropriate, for publication, free of charge. If you wish to negotiate a fee for the publication of your exclusive material you should email us at admin@firstclassresources.com and state your name, address and, if applicable, a contact telephone number, in your communications. Your communications should clearly state that the material has been submitted for the purposes of negotiating a fee for the publication of that material. It must not be sent to any other email address or to a User or to any other third party.

- 8.3 The Provider will not disclose any personal information under any circumstances of any staff, employee, contractor or worker of the Provider and/or the Provider's associates. Where appropriate the Provider will respond to your communications as soon as reasonably practical but the Provider does not and cannot guarantee a response to you.
- 8.4 If your communications is made by way of email, it will generally be stored for 12 months after which time they will automatically be deleted. Any emails sent to the incorrect destination will be liable to be deleted immediately.

9. MODIFICATIONS TO THE WEBSITE AND CONTENT

- 9.1 The Provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any part thereof with or without notice to you.
- 9.2 The Provider also reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the display of any Content or any part thereof through or in connection with the Website or the Store with or without notice to you.
- 9.3 You agree that the Provider shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Website or Content.

10. MODIFICATIONS TO THIS DISCLAIMER

- 10.1 The Provider reserves the further right to make any amendments to this Disclaimer at any time in its sole and absolute discretion, with or without notice to you. The most current version of this Disclaimer as posted on this page shall supersede all previous versions.
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11. OFF SITE LINKS

- 11.1 The Website may contain links to other sites or resources, which you may access at your sole discretion. The Provider has no control over these sites and resources and is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources.
- 11.2 In addition, the Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any goods or services available on or through any such site or resource.