

WEBSITE TERMS OF USE AND DISCLAIMER

Mindset Metrics

Welcome to our website.

This website (located at mindsetmetrics.com.au) is owned and operated by **Shannon Peddie trading as Mindset Metrics (ABN 29 685 670 615)** (“Mindset Metrics”, “we”, “us”).

By continuing to use this website, you agree to comply with and be bound by the following terms and conditions of use and disclaimer which, together with our Privacy Policy, govern our relationship with you in connection with this website.

If you do not agree with any part of these terms and conditions, please do not use our website.

Please note that additional terms and conditions may apply to the purchase of any goods and services described on our website. Please refer to our Terms of Service or service agreement where applicable.

Your use of this website is subject to the following terms and conditions:

1. USE OF OUR WEBSITE

The content of this website is for your general information and use only and is subject to change without prior notice.

You may only use our website for lawful purposes, such as researching our services, making enquiries, engaging with our content, or contacting us, in a manner consistent with the nature and purpose of the website and in a way that does not impact anyone else’s use and enjoyment of the website.

We have a zero-tolerance policy for users who conduct themselves unlawfully or encourage such conduct, who post defamatory, obscene, offensive or scandalous material, harass or cause distress or inconvenience to any person, or disrupt the website.

We reserve the right to ban or restrict any users who engage in such behaviour.

You are not permitted to change, add to, remove, deface, hack or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

2. INTELLECTUAL PROPERTY

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements, downloadable resources, and interactive features of the website, and is protected by copyright under the laws of Australia and through international treaties.

Unless we state otherwise, all rights (including copyright) in the website are owned or controlled by us and are reserved by us.

Any reproduction of the website or website content is prohibited other than in accordance with these terms.

All designs, trade marks, service marks and trade names are owned, registered and/or licensed by us, except for any trade marks reproduced on this website which are not our property or licensed to us, and which are acknowledged on the website.

As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable licence to use our website in accordance with these terms, to copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

Except as outlined above, we do not grant you any other rights whatsoever in relation to the website. All other rights are expressly retained and reserved by us and nothing you do on or in relation to the website will transfer any intellectual property or associated rights.

If you would like to share our website or social media content that is freely available for re-use or is in the public domain, you may do so if you properly attribute it to us and link back to our website.

If you would like to share, republish or otherwise use our website or content in a way that is not expressly authorised by these terms, please contact us first.

3. SUBMISSIONS

We may occasionally invite users to contribute content to our website, blog, social media or other platforms.

Before doing so, please note that any material you send to us, including any data, questions, comments, suggestions, ideas, designs, images, videos, audio, testimonials, marks or other information, will be deemed to be non-confidential and non-proprietary unless you tell us otherwise.

You authorise us to use that material for any business, promotional or marketing purpose without compensation to you.

We may maintain a blog or educational content platform on our website to keep our audience informed on topics such as bookkeeping, money mindset, business systems, personal development and related services.

As a website user, you may be given the opportunity to comment on posts or submit feedback. We regularly screen and review comments and reserve the right to remove any content that we consider inappropriate or not aligned with our brand values.

You are expressly prohibited from posting any comment or content that is defamatory, offensive or otherwise inappropriate.

You warrant that all information you submit to us through our website is true and correct to the best of your knowledge, and that you are the rightful owner of all intellectual property rights in such information.

We may also feature guest contributors from time to time. We do not necessarily endorse or support the views, opinions, standards or information expressed in guest content or in comments made by users.

If you find anything offensive or inappropriate, please contact us and we will review the material.

4. PRIVACY

We take your privacy seriously.

All information we collect through your use of the website, and how we use and disclose that information, is set out in our Privacy Policy, which is available on our website.

5. LINKS TO OUR WEBSITE

If you would like to link to our website, please contact us with your URL, a brief description of your website and why you want to establish a link.

If we allow you to link to our website, we may impose certain terms or conditions.

If the nature or content of your website changes in any significant way after the authorised link is established, you must let us know and provide us with a new description of your website.

If the change means your website is no longer a good fit with ours, we may ask you to remove the link. Refusal to do so will constitute a breach of these terms.

6. LINKS FROM OUR WEBSITE TO OTHER WEBSITES

We may from time to time include links to other websites that are not controlled by us.

These links are provided for your convenience and to offer further information. You acknowledge that they are used at your own risk.

While we may include these links for convenience, we do not necessarily endorse or support the views, opinions, standards or information expressed on those websites.

We have no control over the nature, content and availability of those external websites.

For your own safety, please review the protocols, standards, privacy policies and terms of any linked websites before using them.

7. AFFILIATE DISCLOSURE

Our website may include affiliate links to products and services that we recommend.

This means we may earn a commission if you purchase a product or service through one of these links, at no additional cost to you.

We only recommend products and services that we have personally used, reviewed, vetted or genuinely believe may provide value to our audience.

Please note that although we may receive a commission, we are not responsible for the quality, performance, delivery or terms and conditions of third-party platforms, products or services.

You are encouraged to read the terms and conditions of any third-party service before making a purchase.

By using affiliate links on this website, you acknowledge and agree that any purchase you make is at your own discretion and risk.

8. OUR USE OF COOKIES

We use cookies to monitor browsing preferences and to help us improve, promote and protect our website and services.

By continuing to use the website, you agree to our use of cookies.

You can find more information about how we use cookies in our Privacy Policy, available on our website.

9. SECURITY

Our website may be hosted on a third-party platform such as Wix or another website provider that uses industry-standard security protections.

We use our best endeavours to ensure the website is free from malware, bugs, viruses, trojan horses, ransomware or other harmful code or communications that may be transmitted to or through the website, including via links to other sites.

However, we cannot guarantee that the website will always be secure, uninterrupted or free of such risks.

10. DISCLAIMER AND INDEMNITY

Nothing in these terms limits or excludes any rights, guarantees, warranties, representations or conditions that you are entitled to under law and which cannot be limited or excluded, including under the **Australian Consumer Law**, being Schedule 2 to the **Competition and Consumer Act 2010**.

Apart from that, to the extent permitted by law, we exclude all terms, guarantees, warranties, representations or conditions as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any purpose which are not expressly stated in these terms.

You acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

We will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the website or these terms, whether at common law, under contract, tort including negligence, in equity, pursuant to statute or otherwise, except where such liability cannot lawfully be excluded.

If liability cannot be excluded but can be limited, we limit our liability to the maximum extent permitted by section 64A of the Australian Consumer Law.

We make the website available to you, however you use it at entirely your own risk.

Everything on the website is provided on an “as is” and “as available” basis. We make no representations or warranties of any kind and exclude liability for loss or damage you may suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects or delays on the website
- unsuitable, incomplete or out-of-date information on the website, including third-party material
- you or any other person acting or failing to act based on information on the website
- personal injury or property damage resulting from access to or use of the website
- unauthorised access to or use of information or data collected by us
- interruption of transmission to or from the website
- malware, viruses, trojan horses, ransomware or other harmful code transmitted through the website or linked sites
- costs incurred by you in using the website
- links provided for your convenience

It is your responsibility to ensure that any services, products or information available through this website meet your own specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses, including legal costs on a full indemnity basis, resulting from your use of the website.

11. CHANGES TO TERMS

If we decide to change these terms, we may do so at any time by publishing the revised terms on our website.

Changes take effect immediately upon publication.

Your continued use of the website indicates your acceptance of the revised terms.

12. SEVERANCE

If any part of these terms is found to be void or unenforceable by a court of competent jurisdiction, that part will be severed and the remainder of the terms will continue in full force and effect.

13. NO AFFILIATION

Our website is not part of the Facebook website, Facebook Inc, Instagram, YouTube, TikTok, Google, Snapchat, X, or any other third-party platform, nor is it endorsed by or affiliated with them in any way, unless expressly stated otherwise.

This disclaimer does not apply to any platform, product or service for which we have clearly disclosed an affiliate or partnership relationship.

14. TERMINATION

The agreement between us constituted by your use of the website may be terminated by us at any time without notice.

If that occurs, all disclaimers and limitations of liability set out in these terms will survive termination, however you will no longer be authorised to access the website.

15. JURISDICTION

As we are based in Queensland, Australia, these terms are governed by the laws of Queensland, Australia.

In the event of any dispute, we ask that you first contact us and we will do our best to resolve the matter quickly, fairly and efficiently.

If court proceedings are required, you agree that the exclusive venue for resolving any dispute will be in the courts of Queensland, Australia and the courts of appeal from them.

Last updated: 15.03.2026