

An aerial photograph of a suburban neighborhood. The image shows several houses with various roof colors (brown, grey, blue), surrounded by lush green trees. Some houses have swimming pools in their backyards. A dirt road or driveway runs through the center of the neighborhood. The overall scene is a typical suburban residential area.

VIVA

TERMS & CONDITIONS OF SALE

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1. ABOUT THESE TERMS

- 1.1 These terms apply to every purchase you make from ViVA Property & Events Pty Ltd (ACN 609 494 868 / ABN 80 609 494 868) ("ViVA", "we", "us") through our online checkout or payment links, including purchases processed by Stripe. "You" means the person, company or business making the purchase.
- 1.2 "Product" means any program, coaching, membership, subscription, event, ticket, tool, template, resource or other product or service we supply to you.
- 1.3 The Product, price, payment option and any dates are shown at checkout, on your order confirmation or on your enrolment form (together, your "Order"). Your Order forms part of the contract.
- 1.4 If a Product is by application, we may accept or decline your application. If we decline it, we will refund what you paid for it.

2. OUR CONTRACT WITH YOU

- 2.1 A contract is formed when you complete payment (or the first payment) and we accept your Order, which we do by confirming it or by giving you access to the Product.
- 2.2 We may ask you to sign a client services agreement or other written agreement for a Product (an "Agreement"). If you sign one, it prevails over these terms to the extent of any inconsistency, and these terms apply to everything it does not cover.
- 2.3 If you do not sign an Agreement we have asked you to sign, these terms and your Order are still the contract for that Product and still bind you. Using the Product after we have sent you the Agreement is also taken as acceptance of it, to the extent the law allows. We may withhold or suspend access to a Product until you sign the Agreement, if you have not signed it within 14 days of paying.

3. PRICES AND PAYMENT

- 3.1 Prices are in Australian dollars and include GST unless your Order says otherwise.
- 3.2 You authorise us to charge the payment method you give us, through Stripe, for the amounts and on the dates shown in your Order. This includes any instalments and recurring payments.
- 3.3 Stripe handles your card or bank details. We do not store them.
- 3.4 If a payment fails, we may try it again and ask you for a new payment method. We may suspend your access to the Product until all overdue amounts are paid. Any interest and recovery costs are as set out in your Order or Agreement.
- 3.5 If you choose to pay by instalments, the total of the instalments is shown in your Order. You must pay all instalments even if you stop using the Product, unless your Agreement says otherwise.
- 3.6 We will email you a receipt or tax invoice for each payment.

4. RECURRING PAYMENTS AND SUBSCRIPTIONS

- 4.1 If a Product involves recurring payments, your Order or Agreement shows the amount, how often it is charged, when it starts and how to cancel it. You authorise us to charge it until it ends.
- 4.2 If a recurring payment will start automatically after a period of time, we will email you at least 14 days before the first charge with the amount, the date and how to stop it.
- 4.3 You can cancel a recurring payment by giving the notice stated in your Order or Agreement, or if none is stated, 30 days' written notice to admin@weareviva.community.
- 4.4 If we charge you in error, we will refund it within 7 days of you telling us.

5. REFUNDS AND CANCELLATION

- 5.1 Refunds are as set out in your Order or Agreement. Otherwise, amounts you have paid are not refundable, except as the Australian Consumer Law requires.
- 5.2 If we cancel or materially change an event or a scheduled service, we will offer you a refund, a credit or a reasonable alternative.
- 5.3 Nothing in these terms limits any right you have under Australian Consumer Law.

6. GENERAL INFORMATION ONLY

- 6.1 Products are general information, coaching, tools and community support. They are not financial product, credit, tax, legal, accounting, town planning, building or other professional advice, and they do not take your personal circumstances into account.
- 6.2 You are responsible for your own decisions and should get independent professional advice where you need it. Any professionals we introduce are independent of ViVA.
- 6.3 We do not guarantee any particular outcome, result, profit, approval or finance. Any express commitment we make in writing, including in an Agreement, applies as written.
- 6.4 Where a Product includes AI tools, their outputs are generated by artificial intelligence, may be inaccurate or incomplete, and are indicative only. You must verify them. No AI tool is a lawyer, accountant, financial adviser or other professional, whatever its name.

7. YOUR RESPONSIBILITIES

- 7.1 You must give us accurate information, keep your account details secure, and act professionally and respectfully towards our team, coaches and community.
- 7.2 You must not share your access with anyone else.
- 7.3 We may suspend or end your access to a Product if you breach these terms or an Agreement, do not pay, or behave in a way that seriously disrupts or harms our community. Refunds are then dealt with under clause 5.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 8.1 We own all content and materials in or supplied with a Product, including programs, templates, tools, recordings, frameworks and AI tools. We give you a limited, personal, non-transferable licence to use them for your own purposes.
- 8.2 You must not copy, share, resell, or teach or train others using them, and you must not use them to create a competing product.
- 8.3 You must keep our non-public content and information confidential.

9. LIABILITY

- 9.1 To the maximum extent permitted by law, we are not liable for indirect or consequential loss, investment or financial loss, or the decisions of third parties such as councils, lenders, consultants and the market.
- 9.2 To the maximum extent permitted by law, our total liability to you for a Product is limited to the amount you paid for it. Where the Australian Consumer Law does not allow us to exclude liability, our liability is limited, at our election, to resupplying the services or paying the cost of having them resupplied.
- 9.3 Nothing in these terms excludes a right or remedy that cannot be excluded by law.

10. YOUR INFORMATION

- 10.1 We collect your name, contact details, payment information and records of your use of the Product, to process payments, supply the Product, communicate with you and meet legal obligations. For more information, please

read our [Privacy Policy](#).

10.2 Please do not enter personal information about other people, or information you are not entitled to share, into any AI tool we provide.

10.3 We may email you about your Product and your Order. We will send you marketing only with your consent.

11. PROBLEMS AND DISPUTES

11.1 If you have a problem, please contact us first at admin@weareviva.community.

11.2 If a dispute is not resolved, either of us may refer it to mediation administered by the Australian Disputes Centre, held in Victoria. If it is not resolved within 28 days, either of us may refer it to arbitration administered by the Australian Disputes Centre.

11.3 These terms are governed by the laws of Victoria, and we both submit to the courts of Victoria.

11.4 If you dispute a payment with your bank or card issuer (a chargeback) for an amount you owe us, you are still liable to pay it.

12. GENERAL

12.1 We may update these terms. The version in force when you place your Order applies to that Order. The date at the top shows the current version.

12.2 These terms, your Order and any Agreement are the whole contract for the Product. This does not limit any right you have under the Australian Consumer Law.

12.3 If part of these terms is unenforceable, the rest continues to apply.

12.4 We may transfer our rights and obligations to a related company. You may not transfer yours without our written consent.

12.5 Nothing in these terms makes us your partner, agent, employer, or fiduciary.

12.6 We may give you notices by email to the address in your Order, and they are taken to be received when sent.

13. ACCEPTANCE

By completing checkout, you confirm that you have read and agree to these terms.
