



TERMS AND CONDITIONS

Welcome to <https://thepartnervisaacademy.com.au> (our **Site**).

This Site gives you an online education portal designed to assist people in the Australian partner visa application process. The online education portal is provided by Freedom Migration Pty Ltd (ACN 164 618 866) trading as The Partner Visa Academy (**Academy, we, us**).

These Terms and Conditions (**Terms**) govern your use of this Site, as well as the Academy products and services, and form a binding contractual agreement between you, as either a partner visa applicant or sponsor, and us.

These Terms are important and you should ensure that you read them carefully and contact the Academy at info@partnervisaacademy.com.au you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

The Academy's products and services are intended for people aged 18 and over.

ACCEPTANCE OF TERMS

1. By accessing, downloading or using the products and services offered on our Site, whether or not you register as a member, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to immediately discontinue your use of the products and/or services.

GENERAL DISCLAIMER

3. The Academy provides the tools, templates, support and guidance for you to complete your immigration application however the Academy cannot and does not make any guarantees about your eligibility for a partner visa nor the success of your application.
4. You acknowledge that there is an inherent risk in any visa application and the Academy will not be held responsible for any application which is unsuccessful or losses that result from the unsuccessful application.
5. All Academy products and services are best used in conjunction with immigration advice and assistance. You acknowledge that all Academy products and services available on this Site are intended for general education and information purposes only and are not intended to constitute specific immigration advice or assistance. Should you require specific, personal assistance with the partner visa application process, you may benefit from our "Take No Chances" Full Review Package. Please contact info@partnervisaacademy.com.au.



6. We do our best to ensure that our Site is current, but due to the rapidly changing immigration laws we cannot guarantee that all information on this Site is current and/or accurate. Any use of the information contained on this Site is at your own risk.
7. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.
8. You acknowledge and agree that the Academy, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

“TAKE NO CHANCES” FULL REVIEW PACKAGE DISCLAIMER

9. While the “Take No Chances” Full Review Package is intended to constitute immigration advice and assistance, you understand that the Academy cannot provide any guarantees as to your eligibility or prospects of success in respect of your visa application.
10. You acknowledge and understand that there is an inherent risk in any visa application and that the results of any visa application are unpredictable.
11. You acknowledge that the Academy will not be held responsible for any visa application which is unsuccessful or losses that result from the unsuccessful application.

REGISTERING YOUR DETAILS (ONLINE MEMBERS)

12. Before you become a member or otherwise receive our products and/or services, you must register an account with us.
13. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
14. We may at any time request a form of identification to verify your identity.
15. If you are a registered user or member to this Site, you acknowledge and agree that:
 - a. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
 - b. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
 - c. You will immediately notify us if your Password is lost or becomes known to any other person;
 - d. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and



- e. Any information you provide to us for posting or inclusion on our Site, at any time, becomes our property.
16. To the extent that you provide personal information, Academy will treat such information strictly in accordance with its Privacy Policy.
 17. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.
 18. Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

RESTRICTED USE

19. You are authorised to print a copy of any information contained on this Site for your personal use, unless such printing is expressly prohibited elsewhere in these Terms. Without limiting the foregoing, you may not without our written permission on-sell any information or documents obtained from this Site.

YOUR OBLIGATIONS

20. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums or events in which you may post comments, photos, messages or other material (**Your Content**). When posting Your Content, you agree that you will not post or otherwise publish through this Site or any related page such as on Facebook or any other medium any of the following:
 - a. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
 - b. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
 - c. Information that includes personal or identifying information about another person without that person's consent.
 - d. Information that constitutes promotion or advertisement for other migration agency businesses directly or indirectly competing with The Academy, , except as otherwise expressly permitted by us.
 - e. Any information or content that impersonates any person or entity.
 - f. Any material, non-public information about companies without authorisation to do so.
 - g. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).



21. By posting or otherwise publishing Your Content on our Site or other associated site, you:
- a. Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
 - b. Warrant that you have the right to grant the above licences;
 - c. Warrant that Your Content does not breach these Terms; and
 - d. Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
22. We reserve the right (but have no obligation) to:
- a. Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
 - b. Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

PAYMENT TERMS

23. When purchasing our services, you are responsible for reading the full description of the service offered before making a purchase.
24. You agree to pay all fees and charges for our services in accordance with these terms and conditions as well as those terms that are detailed under the relevant package you purchase on our Site and you authorise us to automatically deduct all applicable charges and fees from the credit card which you nominate when registering your details with us.

INTELLECTUAL PROPERTY

25. All documents, materials and other information displayed on the Site, including without limitation all information, text, photographs, plans, illustrations, artwork and other graphic materials, and advertisements (Site Content) are our property or the property of our licensors (which may include other users of our Site). The Site Content is protected by copyright, trade mark and other intellectual property laws.
26. All Site Content may be downloaded, viewed and printed for your personal, non-commercial use provided that all Site Content is intact and in the same form as presented on the Site (including all copyright, trade mark and other proprietary notices). Unless you are permitted to do so by any applicable Supplementary Terms, you must not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Site Content to any third party without our express prior written consent.



27. Except as expressly provided above, nothing contained in the Terms shall be construed as conferring any license or right in, or assign all or part of, its intellectual property rights in the Site Content, without our express written permission or the express written permission of the owner of the relevant Site Content (as applicable).
28. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Academy will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

SECURITY OF INFORMATION

29. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you provide to us.
30. You agree that you will not share any password that we may provide to you, let anyone else access your account information, or do anything that might put the security of your account at risk. You are wholly responsible for all activities which occur under your password or account information. You must notify us immediately if you become aware of any unauthorized use of your password or account information. You must not permit your password or account information to be used by or transferred to any other person. We reserve the right to suspend your account or remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of this Site.

PRIVACY POLICY

31. All personal information that you supply in connection with the Site will be collected, used, disclosed and managed by us according to the terms of our Privacy Policy, a copy of which is available at www.thepartnervisaacademy.com.au/privacy.
32. You consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy. You also agree to use the Site in accordance with any other policies that we publish on the Site from time to time.

SUSPENSION AND TERMINATION

33. We may suspend your access to the Site at any time without notice if it is necessary to perform maintenance on the Site or related systems or to protect the safety or security of the Site, its users or us or to ensure the proper operation of the Site.
34. We may terminate these Terms and your access to the Site and Site Content at any time without notice. In the event of termination you must immediately cease accessing and using the Site and Site Content and (at our option) return any hard



copies of the Site Content to us or destroy any hard copies and any other electronic copies of the Site Content within your control or possession. All restrictions imposed on you and all disclaimers, indemnities and limitations of liability set out in the Terms will survive termination of your access to the Site.

RIGHT TO TERMINATE

35. We reserve the right to terminate your use of the Site or our products and/or services generally if you breach these terms, as determined by us in our sole discretion.
36. Refunds are not provided for our products and/or services that have been rendered by us, including where you have been given access to Our Content, whether accessed by you or not, unless we are in breach of the Australian Consumer Laws.
37. These Terms do not attempt or purport to exclude liability arising under any condition, guarantee or warranty implied by applicable legislation if, and to the extent, such liability cannot be lawfully excluded.
38. Where any legislation implies any condition, guarantee or warranty the applicability of which cannot be excluded or modified, that condition, guarantee or warranty will be included in these Terms. To the maximum extent permitted by such legislation, our liability for a breach of that condition, guarantee or warranty will be limited to supplying of our services again or the payment of the cost of having the services supplied again.

COOKIES

39. During your use of the Site, we may issue to and request from your computer blocks of data known as "cookies". By using this Site you authorise us to issue such cookies to your computer.

LIABILITY IS LIMITED

40. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under *Australian Consumer Laws*.
41. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site or Our Content.
42. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site or Our Content.
43. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:



- a. Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
- b. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
- c. Accessing Sites or servers maintained by other organisations through links on our Site or products or services. Links are provided for convenience only. We do not endorse linked Sites nor their products and services and you access them at your own risk.
- d. The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

YOUR INDEMNITY

44. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site or through use of our products or services.

COMPLIANCE WITH ALL APPLICABLE LAWS

45. We make no representation that the contents of the Site comply with the laws of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.
46. You acknowledge and agree that you will be solely responsible for ensuring that your use of the Site complies with all laws that are applicable to you (and to your business, if applicable).

DISPUTE RESOLUTION

47. Should a dispute arise between us, we strongly encourage you to contact Academy at info@partnervisaacademy.com.au to seek a resolution. Any reasonable requests will be considered and Academy will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

GOVERNING LAW



48. These Terms are governed by the laws in force in the State of Queensland, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Queensland and of the Commonwealth of Australia in respect of any disputes arising under or by reference to these Terms or otherwise relating to the Site.

GENERAL

49. We accept no liability for any failure to comply with these Terms where such failure is due to circumstances beyond our reasonable control.
50. If we waive any rights available to us under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
51. These Terms are the entire agreement and understanding between you and us on everything connected with the subject matter of these Terms and supersede any prior agreement or understanding on anything connected with that subject matter.
52. If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms shall nevertheless continue in full force.
53. If any provision in these Terms is unenforceable, illegal or void or makes these Terms or any part of them unenforceable, illegal or void, then that provision is severed and the rest of these Terms remains in force. If any provision in these Terms is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes these Terms or any part of them unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of the operation of these Terms in the jurisdiction where it is unenforceable, illegal or void.

YOUR FEEDBACK

54. We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.
55. If you have questions or comments regarding this Site, or Academy products or services, please email us at info@partnervisaacademy.com.au