

Terms and Conditions

Welcome <https://hightideboating.com.au> and <https://members.hightideboating.com.au/> (our Sites).

This Site gives you an opportunity to browse and purchase products and services offered by High Tide Boating (ABN: 91 580 902 340) (High Tide Boating, we, us).

These Terms and Conditions (Terms) govern your use of this Site, as well as High Tide Boating's products and services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact High Tide Boating at questions@hightideboating.com.au if 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.

High Tide Boating'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, or purchasing tickets to attend any High Tide Boating Events, 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 contact us at questions@hightideboating.com.au and immediately discontinue your use of the products and/or services.

General Disclaimer

3. All High Tide Boating products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/or services, purports to offer legal, medical, mechanical, structural or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.

4. The High Tide Boating provides support, guidance and tools for you to set goals, narrow choices and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.

5. 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.

6. You acknowledge and agree that High Tide Boating, 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.

Results & Benefits Disclaimer

7. High Tide Boating cannot and does not make any guarantees about your ability to get results with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will get the desired outcome as a result of your purchase of our products and/or services.

8. Any benefits representations referenced by us on the Site, in our videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.

Registering Your Details

9. Before you purchase our products and/or services, you must register an account with us.

10. 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.

11. We may at any time request a form of identification to verify your identity.

12. If you are a registered user or member to this Site, you acknowledge and agree that:

1. 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**);
2. 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**);
3. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
4. You will immediately notify us if your Password is lost or becomes known to any other person
5. 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
6. Any information you provide to us for posting or inclusion in our High Tide Boating Community, at any time, becomes our property.

13. To the extent that you provide personal information, High Tide Boating will treat such information strictly in accordance with its [Privacy Policy](#).

14. 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.

15. 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.

Your Obligations

16. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (**High Tide Boating Community**) 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 our High Tide Boating Community any of the following:

1. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
2. 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.
3. Information that includes personal or identifying information about another person without that person's consent.
4. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
5. Any information or content that impersonates any person or entity.
6. Any material, non-public information about companies without authorisation to do so.
7. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

17. By posting or otherwise publishing Your Content on our Site or High Tide Boating Community, you:

1. 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;
2. Warrant that you have the right to grant the above licences;
3. Warrant that Your Content does not breach these Terms; and
4. 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.

18. We reserve the right (but have no obligation) to:

1. 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
2. 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.

Code of Conduct

19. Our Site and High Tide Boating Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.

20. Whilst using this Site and/or our High Tide Boating Community, we ask that you not:

1. Contact anyone who has asked not to be contacted.
2. Collect personal data about other users for commercial or unlawful purposes.
3. Infringe other user's privacy rights.
4. Violate the intellectual property of others.
5. Post anything that contains software viruses, worms or any other harmful code; or
6. Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

21. Please see our High Tide Boating Community Guidelines in the appendix to these Terms for more information.

Confidentiality

We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other High Tide Boating product and/or services participants (Participants) and representatives of High Tide Boating.

You agree:

1. That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
2. Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
3. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
4. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

23. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

Copyright and Trademark Notices

24. All material on this Site, in our High Tide Boating Community or otherwise delivered by us including (but not limited to) course content, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may access, browse or print Our Content for non-commercial,

personal or internal business use, you must obtain our prior express written permission if you'd like to use, copy, record or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.

25. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

26. Ned Files®, The Boat Buying Formula®, Stop Dreaming Start Boating™ and High Tide Boating™ are all registered and unregistered trademarks owned by High Tide Boating (ABN: 91 580 902 340)

27. The trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of High Tide Boating. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to High Tide Boating, in any manner that is likely to cause confusion with customers, or in any manner that disparages High Tide Boating.

28. Nothing contained on this Site or in our High Tide Boating Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without our express written permission.

29. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that High Tide Boating will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

Right to Suspend, Terminate and Refund

30. We reserve the right to suspend or terminate your use of the Site, the High Tide Boating Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.

31. Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our High Tide Boating Community, whether accessed by you or not, unless we are in breach of the

Australian Consumer Law, as set out in Schedule 2 to the Australian and Competition Act 2010 (Cth).

Financial terms

32. The cost, cancellation and refund, if any, are assessed in a case by case manner.

33. Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the discretion of the High Tide Boating team.

34. Invoices for any High Tide Boating program are automatically generated and can be requested at any time by emailing questions@hightideboating.com.au.

35. Most of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:

1. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
2. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.

36. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.

37. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.

38. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.

39. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it appropriate.

40. We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.

41. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

42. From time to time, High Tide Boating may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be an active member in good standing at the time of purchase.

Virtual and In Person Events

43. For the purpose of the paragraphs below, any virtual events or in-person events hosted by High Tide Boating will be referred to as 'Events'.

44. Events are strictly adults only to ensure professionalism and a quiet working environment for all other attendees.

45. High Tide Boating reserves the right to exclude you from any Event should you, in High Tide Boating's sole determination, become disruptive.

46. You understand and acknowledge that High Tide Boating and/or its representatives may record any aspect of an Event (Recordings). Those Recordings may be in the form of audio, video or still photography, and those

Recordings may be used in the production of marketing or other materials to be used by High Tide Boating.

47. You hereby waive any and all legal rights you may have against High Tide Boating in respect of Recordings of your participation in the event and grant to High Tide Boating the absolute right and permission to copyright and use, reuse and publish the Recordings where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.

48. You waive any right that you may have to inspect or approve the finished product or products of the Recordings or any printed matter that may be used in connection with the Recordings or the use to which it may be applied.

49. You hereby release, discharge and agree to hold harmless High Tide Boating from any and all liability that has or may occur in the making of the Recordings or any subsequent process or publication.

50. You acknowledge and understand that you are not permitted to make any of your own Recordings at any Event, webinar or other in-person forum.

51. In the unlikely event that High Tide Boating cancels an Event, you will receive a full refund of the purchase price paid for the Event. High Tide Boating will not reimburse any optional expenses including but not limited to flights and accommodation.

Liability is Limited

52. 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 the *Australian Consumer Law*.

53. 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, High Tide Boating Community or Our Content or Services.

54. 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, High Tide Boating Community, Our Content, Our Services or Onsite Training .

55. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:

1. 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).
2. 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. This also includes damage to property such as your boat, other boats or property.
3. Accessing websites or servers maintained by other organisations through links on our Site, High Tide Boating Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.

4. 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

56. 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, High Tide Boating Community or through use of our products or services.

Affiliate Disclosure

57. As affiliates of certain products and services we may receive compensation for recommending and promoting products/services linked to from this Site or via our High Tide Boating Community.

No Assignment

58. You cannot transfer or assign your High Tide Boating membership without High Tide Boating's prior written consent.

59. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

Dispute Resolution

60. If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause and any party

claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.

61. In the case of claims against us, all notices are to be provided to questions@hightideboating.com.au.

62. If the dispute is not resolved by agreement within five (5) business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five (5) business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.

63. Once a mediator is appointed, the parties agree that:

1. The costs of the mediator shall be borne equally between the disputing parties.
2. The chosen mediator shall determine the procedures for mediation.
3. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

64. If the parties have not mediated a resolution of the dispute within ten (10) business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.

65. Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court or tribunal of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

66. Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.

67. This clause survives termination of these Terms.

Applicable Law

68. These Terms shall be construed in accordance with and governed by the laws of Victoria. You consent to the exclusive jurisdiction of the courts in Victoria to determine any matter or dispute which arises between us.

Your Feedback

69. 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.

70. If you have questions or comments regarding this Site, or High Tide Boating products or services, please email us at questions@hightideboating.com.au.

Company Details

Trading Name: High Tide Boating

ABN: 91 580 902 340

Country: Australia

Telephone Number: 0414 448 506

Email: questions@hightideboating.com.au

APPENDIX

Community Guidelines

Individuals of all levels are welcome here. We have community members of all skill and experience levels, from college students to entrepreneurs to multi-million dollar enterprises.

We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Because of the diversity of our global community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

Individuals of all levels are welcome here

- We have members of all skill and experience levels, from college students to entrepreneurs to multi-million dollar enterprises.

Keep it respectful

- Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.

No pitching to the group

- We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your leads.

No gated content

- Content posted in the groups cannot be used to harvest leads in any way. If you need feedback or a review, post the direct PDF, document, or screenshot. Don't require people to opt-in to view.

Respect confidentiality

- Content gathered in our High Tide Boating Community groups cannot be collected, repackaged, and/or shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.

Keep it on topic

- We reserve the right to remove posts based on off-topic content or offensive content.

Partnering with other members

- Access to this group does not mean that High Tide Boating endorses anyone's products or services. Please be cautious and do your due diligence when partnering with anyone in the group – don't assume everyone is trustworthy.

Report posts that are breaking group policies

- Due to the large number of people in our groups and communities, it's sometimes difficult for us to catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manager directly via private message so our team can review them.

Breaking the rules

- If you are deemed to be breaking the rules of the group, High Tide Boating reserves the right to remove you from the Facebook group that the offending behaviour has occurred within.