

TERMS AND CONDITIONS

Whether or not you have an account with us, these Terms and Conditions ("Agreement") govern your access to and use of our website. "We" or "our" refers to Soaring High in this agreement, while "you" and "user" refer to persons who access our website through any means. If you have any queries about this agreement, please do not hesitate to contact us. These Terms & Conditions are a legally binding agreement that governs your use of our website and may result in legal action if you violate them. By accessing this website, you acknowledge that you have read, understood, and accepted to be governed by these Terms & Conditions. If you do not agree to these Terms and Conditions, you must immediately stop using the website. This agreement will be terminated if either you or we stop your access to our website by among others deleting your information or account.

User's age

Our services are only offered to those who are at least eighteen years old (18). We will delete accounts or all associated data as soon as feasible if we process data from people under the age of eighteen (18).

User account

Please note that in order to utilize our services, you are NOT required to create an account with us. We may require that you provide us with your email address but this is also not mandatory.

If you have an account with us, the account will only be used by you. You agree to provide us with accurate and complete information when creating your account, to update your information as needed, to be solely responsible for the security of your login details and any use of them, and to notify us of any security breaches on your account as soon as possible so that we can take appropriate action. You agree not to use other people's accounts without their permission.

Third party links

Links to third-party websites or resources may be included in the Services. We may entrust third parties with the display of advertisements and the provision of analytics services on our behalf. These third parties may use cookies, web beacons, and other technologies to gather information such as your IP address, web browser, pages seen, time spent on pages, links clicked, and conversion information. We may use this information for market research, advertising, service customization, and statistics, among other things.

Disclaimers

Your use of our services is strictly your responsibility. You must use our services in a responsible manner and in accordance with all relevant laws, rules, and regulations. At any time and without warning, we reserve the right to remove any information that violates relevant laws, rules, or regulations and any agreement you have with us or terminate our agreement due to breach.

i. Liability

- To the maximum extent permitted under applicable laws, we expressly disclaim all other representations, warranties, and conditions, express and implied, statutory (including under sale of goods legislation, or otherwise), including without limitation any representations, warranties or conditions of merchantability, fitness for any particular purpose, suitability for any particular purpose, title and non-infringement.
- We shall not be liable for any losses incurred as a result of the use of our Services, and you agree to hold us harmless. The Services are provided to you "as is, where is", with all faults and without warranty of any kind. If we are found accountable, our total responsibility will be limited to the

amount you have paid under this agreement. You agree to indemnify us, as well as anybody claiming through us, for any loss caused by your actions or omissions.

- We are not responsible for links to third-party websites or resources. All risks associated with your use of such websites or resources are strictly your responsibility.
- If you have an account with us or have provided your email address, you are responsible for protecting your email and accounts by using secure passwords and keeping your login information hidden, among other things.
- Failure to perform our obligations due to circumstances beyond our control (such as force majeure or accidents) is not a violation of contract.
- Any oral or written information obtained from us does not imply any warranty not expressly expressed above. Specifically, any manner of communication on the platform does not give legal, medical, financial, or professional advice to users or any other individual and does not assume fiduciary obligations to the User. We take no liability for reliance on any information offered by us.

ii. Intellectual property

Any intellectual property and associated rights owned or developed by us, solely or jointly with others, during the subsistence of our agreement are our exclusive property. You will enjoy a non-exclusive, limited use license of our intellectual property at our discretion.

General provisions

- Except as expressly stated in this agreement, the rights and remedies given herein are not exclusive of those allowed by law.
- If we cannot enforce any of the terms or conditions of this agreement, it does not indicate that we have waived our right to do so.
- If a judge or other competent authority declares any provision of this agreement invalid, revocable, unlawful, or unenforceable, we may alter or eliminate that item from this agreement. The remainder of this agreement's terms will continue in full force and effect.
- The article and section headings in this agreement are for convenience; they form in no part of this agreement and shall not affect its interpretation.

Payments and refunds

- Clients shall make payments subject to the service agreement.
- There shall be no refunds once payment has been made except at our discretion.

Changes to these Terms and Conditions

We retain the right to modify any terms at any time and without prior notice. On a regular basis, review the most recent version of our terms. On the other side, the changes will not be retroactive. By continuing to use or access the service after such changes, you accept and agree to the updated or amended agreement.

Contact information

We can be reached at the following address if you have any information, a complaint, or an opinion (request);

Soaring High: Address: 325b Bushy Park Rd, DUNDEE, NSW 2370. Australia

Phone Number: +61 417 763 452

Email: akashi@soaringhighwithlove.com

We shall process your request within 14 days of receiving it.

Governing law

The laws of New South Wales, Australia govern the formation, validity, and execution of this agreement.