Terms and Conditions

Last Updated April 2026

1. Agreement
   (a) This website and its related services (together the "Services") are provided by Matthew William Hannah Pty Ltd Trading as Road School.
   ABN 54 132 458 212 ("we" or "us").
   (b) These terms and conditions ("T&Cs") apply in relation to your use of the Services.
   (c) We take your privacy seriously. So, your use of the Services is also governed by our *Privacy Policy*. Our *Privacy Policy* sets out how we may collect, store and disclose your personal information.
   (d) By accepting these T&Cs and/or utilising the Services, you agree that:
      (i) these T&Cs form a binding agreement between you and us; and
      (ii) (ii) you consent to the terms of our *Privacy Policy*.

2. Membership and Access to the Services
   (a) You may use the Services as follows:
      (i) by registering to become a member ("Member") to receive one of our products or packages ("Membership"); and/or
      (ii) without registering and using those elements of the Services available to non-members.
   (b) If you register to become a Member:
      (i) the scope of your use of the Services will be determined by the terms and conditions of the Membership you select; and
      (ii) you must comply with those terms and conditions.
   (c) You must provide and are responsible for all costs of all equipment, software and mobile or internet connectivity required to access the Services.
   (d) You must not:
      (i) use any false information, including, a false identity to become a Member;
      (ii) register to become a Member if we have previously cancelled your Membership or banned you from using any of the Services;
      (iii) change or attempt to change any other person's Member information; and/or
      (iv) do anything that could jeopardise the security of the Services.
   (e) You must:
      (i) provide accurate and complete information when registering to become a Member;
      (ii) update all of your Member details regularly;
      (iii) keep your login and password details confidential; and

(iv) immediately notify us if you become aware of any unauthorised access to or use of Membership or the Services in breach of these T&Cs.

(f) You acknowledge that:

(i) you are responsible for all use of your log-in and password details whether authorised or not: and

(ii) we may at any time cancel a username, login details or password with respect to your use of the Services at any time if we consider that such username, login details or password are offensive or infringe on any third party's rights.

3. Use of the Services

(a) Subject to these T&Cs, we grant you a non-exclusive, revocable, limited licence to use the Services via the media and on the devices for which the Services were developed for the purposes for which the Services are intended.

(b) You must not:

(i) use the Services for any purpose other than the purposes contemplated by clause 3(b) above;

(ii) use the Services to advertise, transmit or solicit any commercial messages;

(iii) engage in any illegal, unethical or immoral conduct using the Services;

(iv) transfer, assign or license your Membership or any benefits associated with it to any person;

(v) engage in any activity through the use of the Services:

- to mine or collect information or data from the Services, users of the Services or information in transit to and from the Services;
- to bypass any of the Services' features including any features designed to exclude robots, spiders or scraping applications;
- to manipulate, damage, interfere with or impair the functionality any of the Services (including by way of hacking, uploading of harmful code, using cheats, exploits, automation software, bots or similar software);
- that we consider to be in conflict with the spirit or intent of the Services;
- that is in breach of any applicable law or any third party's rights;
- to disrupt, overburden or assist in such disruption or overburdening of any computer server or network (including those used to provide the Services);
- that is likely to harass, abuse, harm, threaten any person or group of persons or incites or is likely to incite any such activity; and/or
- that is misleading or deceptive or is intended to mislead or deceive any person.

(c) You must:

(i) use the Services at all times in compliance with these T&Cs and any reasonable directions given by us from time to time; and

(ii) immediately report to us any conduct that you consider could be misuse of the Services (*Support).*

4. Fees and Payment

(a) If you register to become a Member, you must to pay us the relevant published fee for your Membership on the date(s) the fee is due.

(b) Unless otherwise specified in relation to a Membership or agreed by us:
   (i) all fees must be paid using the listed payment methods; and
   (ii) payment renewal does not occur on an automatic basis. Upon finalisation of the Membership period, renewal must be processed by purchasing a new Membership and paying us the relevant published fee for your Membership on the date(s) the fee is due.

5. Termination and Suspension

(a) We may with immediate effect terminate, suspend, limit, delete or modify your Membership or your access to the Services if we in our sole discretion consider that:
   (i) you have or may have breached or are likely to breach these T&Cs;
   (ii) you have or may have engaged or are likely to engage in any activity that is likely to have an adverse impact on any child, us or our related companies, the Service or any user of the Services;
   (iii) you have or may have infringed or are likely to infringe any third party's intellectual property or other rights; and/or
   (iv) you have or may have engaged in or are likely to engage in activities which could give rise to our liability.

(b) Without limiting paragraph (a) above, we may with immediate effect terminate your Membership if you fail to make payment for your Membership by the applicable due date.

(c) We may at any time without any refund to you cease the provision of one or more elements of the Services.

(d) You may terminate your Membership at any time by contacting us (*Support*). If you terminate your Membership as contemplated by this clause, except as otherwise agreed by us, we have no liability to refund to you any fees paid by you prior to the date of termination.

6. Intellectual Property

(a) Subject to clause 6(d) below, all intellectual property rights in and to the Services (including all virtual items, software, files, concepts and content) vest in us or our licensors.

(b) Subject to clause 6(d) below, you acknowledge that you have no right title or interest in or to any aspect of the Services.

(c) Unless the Services specifically permit it, you must not download, reproduce or communicate to any third party any content or materials included in the Services.

(d) You own all intellectual property rights in and to any communications, images, sounds or other material and data (including artworks and comments referred to in clause 6 above) uploaded by you through the Services (together "Your Content").

(e) You hereby grant us a non-exclusive, irrevocable, perpetual, royalty and fee free, unlimited licence (including the right to sub-license) to adapt, modify, communicate, exploit (in any manner) and use Your Content in connection with the development, marketing, promotion and provision of the Services or any of our other business activities.

(f) To the maximum extent permitted by applicable law, you hereby waive your moral rights (if any) in and to Your Content. To the extent that applicable law does not permit the waiver of moral rights, you hereby consent to us and our licensees and contractors undertaking all necessary alterations to Your Content and/or failing to attribute Your Content to you as is necessary for the operation of the Services.

(g) You warrant and represent that:

(i) you have the right to use Your Content in connection with the Services;

(ii) to the extent that it is relevant, you have obtained appropriate consents and releases from the creator of Your Content (including, if the creator is a child, obtaining consents and releases from the parent or guardian of the child);

(iii) your use and/or our use of Your Content in as contemplated by these T&Cs will not:

- breach any applicable laws or regulations;
- infringe any third party's intellectual property or other rights;

(iv) Your Content is accurate and not misleading or deceptive;

(v) you understand that any personal information relating to you contained in Your Content will be dealt with in accordance with our *Privacy Policy*.

7. Confidentiality and Disclosures

(a) You acknowledge that:

(i) elements of the Services may permit you to share information and ideas with other users of the Services;

(ii) we have no obligation to keep such information and ideas confidential or keep, respond, use or compensate you for them; and

(iii) we and/or other users of the Services may use and exploit the information and ideas you share.

(b) We may access and monitor for the purposes of providing the Services any content, information and/or data contained in Your Content, your communications with other users of the Services and any other materials provided by you via the Services. We may disclose such content, information and/or data:

(i) if we consider it is required to make such disclosure by applicable law (including in respect of legal proceedings);

(ii) if we consider that the Services are being used to commit a crime or infringe a party's rights;

(iii) for the purposes of taking steps against fraud;

(iv) in the case of an emergency that poses or may pose a threat to property or to any person or child's health or wellbeing;

(v) to protect our rights; and/or

(vi) to limit our liability.

8. Advertising and Updates

(a) You acknowledge that:

(i) the Services may contain advertising and links to our products and services and those of third parties;
(ii) you are entirely responsible for any fees or obligations you incur with respect to such third parties;
(iii) we make no warranties or representations in respect of, and do not sponsor or endorse, such third parties or their products and services; and
(iv) third party websites are not under our control and your use of them will be subject to the terms and conditions and privacy policy of the relevant third party.

(b) The Services may from time to time evolve. As a result, you may be required by us to accept updates to the Services. You acknowledge that:
(i) we may at any time update the Service without notice to you; and
(ii) if you do not accept the update and update applicable third-party software, you may not be able to use the Services or enjoy full functionality of the Services.

9. LIMITATION OF LIABILITY AND IDEMNITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:
(i) WE MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER TO YOU;
(ii) WE HEREBY EXCLUDE ALL REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS WHETHER EXPRESS OR IMPLIED (AND INCLUDING WITHOUT LIMITATION, THOSE IMPLIED BY STATUTE, CUSTOM, LAW OR OTHERWISE);
(iii) OUR CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS MADE BY YOU UNDER OR IN RELATION TO THESE T&CS, THE PRIVACY POLICY OR YOUR USE OF THE SERVICES WILL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY RECEIVED BY US IN RESPECT OF YOUR USE OF THE SERVICES IN THE PERIOD 90 DAYS PRECEDING THE DATE THE FIRST CLAIM FIRST AROSE;
(iv) WE WILL NOT BE LIABLE TO YOU IN RESPECT OF ANY CLAIM FOR ANY LOSS OF PROFIT, DATA, GOODWILL OR BUSINESS, FOR INTERRUPTION TO BUSINESS, FOR ANY FAILURE TO REALISE ANTICIPATED SAVINGS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL PUNITIVE OR INCIDENTAL DAMAGES.

(b) CERTAIN LEGISLATION MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE T&CS AND THE PRIVACY POLICY MUST BE READ SUBJECT TO THOSE STATUTORY PROVISIONS. IF THOSE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH WE ARE ENTITLED TO DO SO, WE LIMIT OUR LIABILITY IN RESPECT OF ANY CLAIM TO, AT OUR OPTION:
(i) THE SUPPLY OF THE SERVICES AGAIN;
(ii) OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

(c) YOU INDEMNIFY AND MUST KEEP INDEMNIFIED, US, OUR RELATED COMPANIES, THEIR DIRECTORS, OFFICERS AND EMPLOYEES (TOGETHER “THOSE INDEMNIFIED”) AGAINST ANY CLAIMS, LOSSES, LIABILITY, COSTS

(INCLUDING LEGAL FEES AND EXPENSES) INCURRED BY THOSE INDEMNIFIED ARISING OUT OF OR RELATED TO ANY BREACH BY YOU OF ANY PROVISION OF THESE T&CS OR THE RULES OR ANY IMPROPER USE BY YOU OF THE SERVICES.

10. General

(a) We may assign the benefit of these T&Cs and *Privacy Policy* to any person without your consent. You may only assign the T&Cs and *Privacy Policy* or a right under them with our prior written consent which may be withheld or granted in our absolute discretion.
(b) The T&Cs and *Privacy Policy* constitute the entire agreement between the parties in connection with their subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
(c) If the whole or any part of a provision of the T&Cs and *Privacy Policy* is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of the T&Cs and *Privacy Policy* is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of the T&Cs and Privacy Policy or affecting the validity or enforceability of that provision in any other jurisdiction.
(d) A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
(e) These T&Cs and Privacy Policy do not create a relationship of employment, trust, agency or partnership between the parties.
(f) The provisions of clauses 4, 5, 6, 7, 8, 9 and 10 will survive termination or expiry of these T&Cs and Privacy Policy and will continue to bind the parties.
(g) YOU IRREVOCABLY WAIVE YOUR RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF TO RESTRAIN THE OPERATION OF ANY ELEMENT OF THE SERVICES AND YOU AGREE TO LIMIT YOUR CLAIMS AGAINST US TO CLAIMS FOR MONETARY DAMAGES.
(h) We will have no liability to you for a failure by us to perform our obligations to you or provide the Services due to any causes outside of our reasonable control including acts of God, war, acts of terrorism, riots, fire, change in laws or failure of infrastructure.
(i) These T&Cs and the *Privacy Policy* will be governed by and construed in accordance with the law for the time being in force in Queensland and the parties, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.