These Terms and Conditions are made on behalf of Myles Summer Trust Pty Ltd trading as White River Design and all references to White River Design, ‘we’ or ‘us’ in these Terms and Conditions refers to Myles Summer Trust Pty Ltd trading as White River Design (ABN 14 670 843 076).

Use of this site is subject to the following Terms & Conditions

1. We invite you to access and use our websites, including, without limitation, whiteriverdesign.com, brandmagicmasterclass.com and brandpersonalities.com.au (the “Websites”).

If you continue to browse and use this Website you are agreeing to comply with and be bound by the terms and conditions of use (as amended), which together with our Privacy Policy govern White River Design’s relationship with you in relation to this Website.

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 reserve the right to update and improve the Website and change these Terms and Conditions without further notice. 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.

3. You agree to use this site only for lawful purposes and in a manner, which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site. Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.

Copyright and Use of material on the Website

4. You may view this Website and its contents using your web browser and electronically copy and print hard copies of parts of this site solely for personal, non-commercial use. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content of this site is strictly prohibited. You may not modify or copy the layout of the Website and any computer software and code contained in the Website.

5. White River Design’s community, like any community, functions best when its users follow a few simple rules. By accessing and/or using the Websites, you agree to comply with these community guidelines (the “Community Guidelines”) and that:

You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose;

- You will not upload, post, email, transmit, or otherwise make available any content that:
  - infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity; or
  - is defamatory, libellous, indecent, obscene, pornographic, sexually explicit, invasive of another’s privacy, promotes violence, or contains hate speech (i.e., speech that attacks or deems a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity; or
  - discloses any sensitive information about another person, including that person’s email address, postal address, phone number, credit card information, or any similar information.

- You will not “stalk,” threaten, or otherwise harass another person;
- You will not spam or use the Websites to engage in any commercial activities;
- If you post any Registered User Content, you will stay on topic;
● You will not access or use the Websites to collect any market research for a competing business;
● You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
● You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;
● You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Websites;
● You will not use any robot, spider, scraper, or other automated means to access the Websites for any purpose without our express written permission; provided, however, we grant the operators of public search engines permission to use spiders to copy materials from the public portions of the Websites for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials;
● You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
● You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we’ll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

6. The copyright in this Website and its content is owned by us or licensed to us. All trademarks mentioned on this Website belong to their respective owners.

7. We reserve all intellectual property rights, including, but not limited to, copyright in material and/or services provided. The material provided on the Website is for personal use only and may not be:
   (a) re-sold and/or redistributed in any material form;
   (b) stored in any storage media; and/or
   (c) re-transmitted in any media without our prior written consent.

Links to and from websites

8. The Website may contain links to other websites and which are not under the control of the Myles Summer Trust Pty Ltd trading as White River Design. Any links are provided for your convenience and do not signify or imply that we endorse the site. Myles Summer Trust Pty Ltd trading as White River Design is not responsible for the material contained on those linked sites.

9. You may not create a link to/from this website from/to another website without our written consent.

Disclaimer

10. THE WEBSITES AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITES WILL OPERATE ERROR-FREE OR THAT THE WEBSITES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: WE AND OUR LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR
DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITES OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITES OR THE CONTENT SHALL BE LIMITED TO THE FEES YOU HAVE PAID US IN CONNECTION WITH ANY PURCHASES YOU HAVE MADE FROM US DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE WEBSITES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITES. THE WEBSITES MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE WEBSITES DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITES AT ANY TIME WITHOUT NOTICE.

11. While every effort will be made to ensure that the website is kept up to date and operational, to the full extent permitted by law Myles Summer Trust Pty Ltd trading as White River Design disclaims any and all warranties, express or implied, regarding:
   (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the website and/or of any linked sites;
   (b) the uninterrupted and error free operation of the website; and
   (c) merchantability or fitness for any particular purpose for any service or product contained or referred to on the website and/or on any linked sites.

12. In no event will Myles Summer Trust Pty Ltd trading as White River Design be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.