

The Pepper Club

- 1 Code of Conduct
2. Privacy Policy
3. Terms of Service

1 The Pepper Club - Code of Conduct

Last updated 25/5/2010

The Pepper Club offers an environment to establish and develop a business network via the internet and also through various activities that happen in the real (as opposed to virtual) world.

By using The Pepper Club web site and associated service (whether or not you choose to become a member) or by attending any events sponsored by The Pepper Club, you agree to accept this Code of Conduct. This Code of Conduct is an adjunct portion of the Service Agreement, which may be reviewed at www.thepepperclub.com.au

We may modify terms of this Code of Conduct from time to time at our sole discretion by updating the web page. If you do not agree with these terms as posted, you are prohibited from using The Pepper Club Service as discussed in the Service Agreement.

Specifically, your obligations are as follows:

1. Conduct and Content

While using or accessing the Service--directly or indirectly--you agree to adopt a courteous and constructive tone and practice good etiquette. More importantly, you agree NOT to engage in any of the following actions, even if they do not constitute a breach of any applicable laws:

- a. threaten, disrupt, inflame, intimidate, libel, stalk, defame, or defraud any individual, entity, or group on any basis including but not limited to age, gender, sexual orientation, ethnicity, race, religion or disability or encourage any one else to do so;
- b. post, publish, or transmit any text, graphics, or material that is illegal or violates local and national laws or any text that contains, encourages, advocates, or expresses obscenity, child

pornography, the making or buying of illegal weapons or illegal drugs, hatred, bigotry, racism, vulgarity, gratuitous violence or the use of weapons;

c. harm or exploit minors in any way including collecting personally identifiable information such as name, email address, home address, phone number, or school;

d. invade privacy by attempting to collect, store, or publish private or personally identifiable information, including without limitation password information, account information, credit card numbers, addresses, or other contact information;

e. modify or falsify the source of any content or information, impersonate another individual, The Pepper Club representative, or moderator, or falsely state or misrepresent affiliation with a person or entity;

f. disrupt, harm or inappropriately access any computer, network, server or telecommunication system or violate related security or operational procedures, policies or regulations;

g. flood, overload, or mail bomb any mail service or transmit or transfer any harmful or disruptive viruses, worms, computer code, files, or programs;

h. infringe any patent, trademark, trade secret, copyright, or other proprietary rights or violate contractual or fiduciary relationships (such as insider, proprietary, or confidential information);

i. encourage or instruct unauthorized copying or circumvention of copy protection or pirating of intellectual property or content;

j. access restricted, password-only, or hidden pages or images (those not linked to or from another accessible page);

k. distribute or disseminate inappropriate, unauthorised or unsolicited advertising or promotional offers including, but not limited to, contests, sweepstakes, barter, junk mail, spam, chain letters, and pyramid schemes;

l. send identical private messages to more than one (1) user at the same time;

m. perform, advertise, promote or mention any form of structural distribution measures (such as multi-level marketing, network marketing, matrix marketing, pyramid sales, or other "get rich quick" schemes);

n. use The Pepper Club messages or member profile content to obtain personally identifiable information, or to solicit or sell to any member inappropriately;

o. support or help any individual or organisation to become a member of The Pepper Club who

does not comply with this Code of Conduct;

p. create "trolling" posts (trolling is deliberately posting false or provocative information in order to elicit responses from people who would not respond if they knew the motivation behind the post);

q. attempt (i) to access or search the Service with any engine, software, tool, agent, device, or mechanism other than the software or search agents provided by The Pepper Club or other generally available third party web browsers (such as Microsoft Internet Explorer or Mozilla Firefox); or (ii) to "frame," "mirror" or otherwise copy any portion of the Site without The Pepper Club's express written authorization.

r. include or create links or otherwise refer to external sites that violate these restrictions

2. Spam Is Prohibited

You will not use the Service to transmit or facilitate the transmission of any unsolicited bulk or commercial email ("Spam"), directly or indirectly. You will not post content: (i) in inappropriate categories (ii) with excessive frequency (iii) in multiple categories or multiple cities, or (iv) with identical or substantially identical text or photography. You will not use unrelated words in content to skew search results.

The Pepper Club attracts people who are seeking authentic connections. Unsolicited, repetitive messages or plugs from other The Pepper Club members is unwanted and considered irritating. Behaviors that may trigger people in this community to flag you for spam are:

Sending promotional, identical, or repeated messages or invitations to your network

Including your website URL in posts, comments or threads when it does not relate to the conversation

Posting identical articles, events, and comments to The Pepper Club Groups that are unrelated to the topic.

Spamming not only damages the experience of people receiving unsolicited messages, but it also damages your reputation in this community. Spamming reflects negatively on The Pepper Club's reputation as well. For all of these reasons, we take complaints about spam very seriously.

We value participation in this community and hope members will be able abide by our spam policy. Ultimately, we have seen the strongest relationships and connections made on The Pepper Club when members truly get to know one another as individuals and focus less on selling to one another; and avoiding spamming altogether.

We look forward to seeing authentic participation and genuine relationship building on the site and at events.

3. Violation

While we retain the right to cancel or suspend your Service at any time without cause or notice, we consider the following to be a reasonable basis for termination: (i) suspected violations of the Code of Conduct, Service Agreement, or other guidelines; (ii) extended periods of inactivity; (iii) fraudulent or illegal activities; (iv) age misrepresentation; (v) nonpayment of any fees owed by you in connection with the Service.

4. Member Profile Content

a. Real Names. Members are required to provide their real first and last names in their profile for identification purposes. You may not impersonate any person or entity or otherwise misrepresent your identity in your profile. Furthermore, you may not misrepresent your age or your affiliation with any person or entity. Limited exceptions may be allowed by The Pepper Club under special circumstances (e.g. stage names or assumed names that are critical to identifying you with your business). Such exceptions are allowed entirely at the discretion of The Pepper Club.

b. Profile Headshot and Use of Company Logos. Member profiles may contain a place for an image of the Member ("Member Headshot") that is duplicated on the public pages of the site to identify a Member. This image is intended for the photo of a person and may not contain the logo belonging to a business. Profile. Notwithstanding, we may remove any image at our discretion and without notice from profiles we deem to be not in compliance with this policy.

2. The Pepper Club – Privacy Policy

OUR COMMITMENT TO YOUR PRIVACY

For the purposes of this p and also to associated contractors.

This site is owned and operated by TPC (WA) Pty Ltd. Your privacy on the Internet is of the utmost importance to us. At **The Pepper Club**, we want to make your experience online rewarding and safe.

Because we gather certain types of information about our users, we feel you should fully understand our policy and the terms and conditions surrounding the capture and use of that information. This privacy statement discloses what information we gather and how we use it.

INFORMATION THE PEPPER CLUB GATHERS AND TRACKS

The **Pepper Club** gathers two types of information about users:

* Information that users provide ("User Information") through optional, voluntary submissions and member registration. These are voluntary submissions that may be used by **The Pepper Club** to facilitate the network function including the distribution of electronic newsletters, forums, polls and surveys:

* Information **The Pepper Club** gathers through aggregated tracking information derived mainly by tallying page views throughout our sites. This information allows us to better tailor our content to readers' needs and to help our advertisers and sponsors better understand the demographics of our audience.

HOW INFORMATION IS GATHERED

We may either conduct, or plan to conduct in future, the following services. These may require some type of voluntary submission of personal and/or commercial information:

1. Registration

During registration the user is required to supply "Member Information", being their name, business name, email address and optional personal and business information. We never share any of this information with any third party, however, other members are able to access your details and are invited to use this information to facilitate the networking of our members.

2. Electronic newsletters

We may offer a electronic newsletter to members. **The Pepper Club** gathers the email addresses of members. Users may remove themselves from this mailing list by following the link provided in every newsletter that points users to the subscription management page.

3. Polling

We may offer interactive polls to users so they can easily share their opinions with other members and see what our members think about issues. Opinions or other responses to polls are aggregated and are not identifiable to any particular user. **The Pepper Club** may use a system to "tag" users after they have voted, so they can vote only once on a particular question. This tag is not correlated with information about individual users.

4. Surveys

The Pepper Club may occasionally conduct user surveys to better target our content to our members. We never share any of this information about specific individuals with any third party.

5. Usage tracking

The Pepper Club tracks user traffic patterns throughout all of our sites. However, we do not

correlate this information with data about individual users. **The Pepper Club** does break down overall usage statistics according to a user's domain name, browser type, and MIME type by reading this information from the browser string (information contained in every user's browser).

We use tracking information to determine which areas of our sites users like and don't like based on traffic to those areas. We do not track what individual users read, but rather how well each page performs overall. This helps us continue to build a better service for you.

6. Cookies

We may place a text file called a "cookie" in the browser files of your computer. The cookie itself does not contain Personal Information although it will enable us to relate your use of this site to information that you have specifically and knowingly provided. But the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. **The Pepper Club** uses cookies to track user traffic patterns (as described above). We may also use cookies to track false registrations.

You can refuse cookies by turning them off in your browser. If you've set your browser to warn you before accepting cookies, you will receive the warning message with each cookie. You do not need to have cookies turned on to use this site. However, you do need cookies to participate actively in message boards, forums, polling and surveys, and to use the automated log-in system.

USE OF INFORMATION

The Pepper Club uses any "Member Information" (information voluntarily given by our Members) to enhance their experience in our network of sites, whether to provide interactive or personalised elements on the sites or to better prepare future content based on the interests of our users.

Under no circumstances does **The Pepper Club** divulge any information about a member to a third party other than making the voluntarily supplied information available to other members via the Members Database.

As stated above, we use information that users voluntarily provide in order to send out electronic newsletters and to enable users to participate in polls, surveys, message boards, and forums. We may send out newsletters to subscribers on a regular basis (depending on the newsletter), and occasionally send out special editions when we think members might be particularly interested in something we are doing. **The Pepper Club** never shares newsletter mailing lists with any third parties, including advertisers, sponsors or partners.

SHARING OF THE INFORMATION

We will not share information about members with any third party, except to comply with applicable law or valid legal process or to protect the personal safety of our users or the public or where the information provided is by the member for the use of the members data base.

The Pepper Club operates secure data networks protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary and only authorised individuals have access to the information provided by our Members.

OPT-OUT POLICY

We give Members options wherever necessary and practical. Such choices include:

- * Opting not to register to receive our electronic newsletters.
- * Opting not to remain a member of **The Pepper Club**

YOUR CONSENT

By using this site, you consent to the collection and use of this information by **The Pepper Club**. If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

3. The Pepper Club - Terms of Service

Last updated 22//5/2010

Before joining The Pepper Club as a "Member" (which means that you have registered with The Pepper Club), please read our Terms of Use (below), [Privacy Policy](#) and [Code of Conduct](#). These three documents combine to help you become a valuable member of the The Pepper Club community.

The Pepper Club service includes the web site at www.thepepperclub.com.au and is organised primarily to help businesses and individuals associated with progressive, independent businesses network with other like-minded individuals and businesses.

1. Acceptance Triggered By Use

BY ACCESSING, BROWSING, OR IN ANY WAY USING THE PEPPER CLUB WEB SITE, YOU AGREE TO BE BOUND BY THE PEPPER CLUB'S PRIVACY POLICY, CODE OF CONDUCT AND THIS TERMS OF SERVICE AGREEMENT ("Terms of Service" or "Service Agreement"). The Terms of Service is between you and TPC (WA) Pty Ltd. ("The Pepper Club"), registered in Western Australia. The Pepper Club is also referred to as "TPC", "we" or "our" in this Terms of Service. Your access to and use of the Service is expressly conditioned on your compliance with this Terms of Service and all applicable laws. If you do not agree to be bound by this Terms of Service, The Pepper Club's Privacy Policy or The Pepper Club's Code of Conduct as well as all applicable laws, you should leave The Pepper Club Site and discontinue use of the Service immediately.

Please note that this Service Agreement limits our liability and we do not provide warranties for the Service. This Service Agreement also limits your remedies. These warranty disclaimers and limitations are covered in [Sections 20 and 21](#) and we urge you to read them carefully.

We may modify this Terms of Service at any time at our sole discretion and such modification shall be effective upon posting by The Pepper Club on the Site when you login. If we do, we will revise the "Last updated" date at the top of this Agreement. Your continued use of The Pepper Club Service after The Pepper Club posts a revised Terms of Service signifies your acceptance of the revised Terms of Service. As a result, it is important that you review these Terms of Service regularly and you may review the current version of these Terms of Service at any time at www.thepepperclub.com.au

2. Eligibility.

2.1 The Service is intended solely for users who over 18 years of age and are owners or employees of a registered and lawful business in Australia, and who, as an individual, is entitled

to represent and promote for that business. The TPC service is not available to terminated or suspended members. By using the Service or accessing the Site, you represent and warrant that you comply with these requirements, and that you agree to and to abide by all the terms and conditions of this Service Agreement. Additional eligibility requirements for certain users will be defined below.

2.2 Right of Refusal. The Pepper Club may seek further information than is requested in the online application process in order to determine the eligibility of the individual or organization you represent. We may refuse an application for any reason whatsoever and is not obliged to reveal the reasoning for any refusal. Applicants refused membership because their participation would result in excessive representation of that business may be invited to join a waiting list. A member 'in waiting' will be given preferred consideration over another applicant in the same or similar business at a time when The Pepper Club determines that membership will not result their being excess representation. Eligibility for membership is at the sole discretion of The Pepper Club's shareholders.

3. Registration; Account Security.

In consideration for using the Service, you represent and warrant that (a) all registration information you submit is truthful and accurate and (b) you will maintain the accuracy of such information. You agree not to impersonate any person or entity or otherwise misrepresent your identity in your profile or elsewhere on the Site. Furthermore, you agree not to misrepresent your age or your affiliation with any person or entity and to provide The Pepper Club with a valid, current email address, both at the time of registration and from time to time as your email address changes.

Your membership is solely for your individual use and you agree not to authorise others to use your account, profile, or messages. You assume sole responsibility for all uses of your account including without limitation content published, messages sent or posted, and interactions with other members, whether or not you have authorised such activities. You agree to maintain the accuracy of your registration information and to keep account information confidential. You have an obligation to inform us immediately upon learning of a security breach that relates to your account or a third party's improper use of the Service. You agree to bear all risk associated with content you or others provide using your account. You understand that we have no obligation to prescreen, manage, or edit content made available through the service.

If you provide any information in your profile that is untruthful or inaccurate, or The Pepper Club has reasonable grounds to suspect that any information is untruthful or inaccurate, The Pepper Club may suspend or terminate your privileges with respect to the Site and your membership.

4. Your Information.

4.1 General. "Member Information" is defined as any information post or other material you provide (directly or indirectly), including through the registration process for the use of the Service (including membership), in any public message or through email. Member Information may be characterised as follows; any Member Information that you submit or make available for inclusion on publicly accessible areas of our website shall be referred to as "Public Information" (e.g. your name, job, email address, web site and your location); any other Member Information shall be referred to as "Private Information."

You agree to be solely responsible for Member Information, and The Pepper Club agrees only to act as a passive conduit for the online distribution and publication of Member Information. Whilst TPC serves to make your business details to other members for the mutual benefit of our members, we will not knowingly pass on any membership details to third parties. However, some areas of the Site may be accessible by syndication programs (including data feed tools), search engines, metasearch tools, crawlers, metacrawlers and other similar programs and The Pepper Club assumes no responsibility for the dissemination of this information.

4.2 License. The Pepper Club will use Member Information only in accordance with our Privacy Policy, and does not claim ownership in such information. However, you agree to grant The Pepper Club a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise, commercialise and exploit the copyright, publicity, and database rights you have in your Public Information, in any media now known or not currently known.

5. Term.

Obligations with respect to this Service Agreement and any posted revisions thereto shall remain effective for as long as you are a Member or access the Site. You may cancel the Service at any time for any reason. We may cancel, suspend, or block your access to the Service at any time, to be effective immediately, without cause and without notice. Once the Service is cancelled, you will no longer be able to access or retrieve any data you had stored on the Service.

6. Monitoring and Disclosure.

We may monitor your communications and may disclose content and information about you, including content contained within your communications, if we deem it reasonably necessary to: (1) conform to legal requirements or respond to legal process; (2) ensure your compliance with this Service Agreement including maintaining this Service and the Code of Conduct; or (3) protect the rights, property, personal safety or interests of The Pepper Club, its employees, its customers, or the public.

7. Code of Conduct.

In consideration for accessing the Site and using the Service, you agree to comply with the [Code of Conduct](#) and other notices we provide. We reserve the right to cancel, suspend, or block access to the Service for violations of the Code of Conduct, with or without notice.

Related to the Code of Conduct, we will monitor registration for participation that we feel is harmful to The Pepper Club community, and remove User Content, profiles and all incidences of such participation at our discretion. Although we may tell you what meets our definition of harmful use before we remove you as a Member, we have no obligation to do so.

Membership in The Pepper Club is not open to anyone promoting, advertising or selling multi-level or network marketing companies (hereafter, "MLM"). For our purposes of The Pepper Club Membership, MLM is defined broadly as any business that recruits distributors, resellers, consultants, or others for the sale or representation of a product or service that does not originate from the person requesting membership with The Pepper Club, including without limitation matrix marketing and direct sales companies.

8. User Contributions to the Site.

8.1 Sole Responsibility for User Content. The Pepper Club may provide users with the opportunity to contribute content to the Site. You understand that all information, data, text, links, articles, software, photographs, graphics, video, music, sound, messages, or other materials that you upload, publish or display (hereinafter, "post") on the Site or otherwise submit to The Pepper Club (collectively, "User Content"), whether publicly posted or privately transmitted, are the sole responsibility of you or other users posting or transmitting such User Content. This means that you, and not The Pepper Club, are entirely responsible for all User Content that you upload, post, email, or otherwise transmit via the Site. You agree to ensure that no copyright, trademark, trade secret, publicity or privacy rights, or other intellectual property rights are being violated by your posting or transmission of any User Content via the Site. You agree not to post, transmit, or share User Content on the Site or Service that you did not create or that you do not have permission to post.

8.2 No Obligation to Pre-Screen. The Pepper Club is under no obligation to and does not routinely pre-screen any User Content posted via the Site or sent to another user. As such, The Pepper Club does not guarantee the accuracy, integrity, appropriateness, quality, or validity of such User Content. The User Content posted by users or other third parties does not necessarily represent the views or opinions of The Pepper Club and under no circumstances will The Pepper Club be liable in any way for any User Content, including without limitation any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, or otherwise transmitted via the Site. As a result, you are solely responsible at your own expense for creating backup copies and replacing any User Content you post or store on the Site or provide to The Pepper Club. Notwithstanding its lack of obligation, The Pepper Club may remove any User Content at any time

at its sole discretion, including User Content that in the sole judgment of The Pepper Club violates this Service Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity.

8.3 The Pepper Club's Use of User Content. When you post User Content to the Site, you authorize and direct The Pepper Club to make such copies as The Pepper Club deems necessary, to facilitate the posting and storage of User Content on the Site. In addition, with respect to User Content that you elect to post or transmit for inclusion in or on the Site or that you otherwise submit to us (excluding any work commissioned and paid for by The Pepper Club under a separate agreement), you agree to grant to The Pepper Club, its affiliates and partners an irrevocable, perpetual, world- wide, royalty free, non-exclusive, transferable license (with the right to sublicense) to use, reproduce, translate, alter, publicly perform, publicly display, modify, adapt, publish, excerpt (in whole or in part) and distribute such User Content, in whole or in part, in all present and future media and in any manner relating to the Site (including, without limitation, in connection with the appearance of such User Content on The Pepper Club and on the sites of our affiliates, partners and others with whom The Pepper Club may have business relationships relating to the Site) and the distribution and promotion of the Site. You further agree that The Pepper Club is free to use any ideas, know-how, concepts, techniques or other materials you send us for any purpose. You may remove User Content from the Site at any time. If you choose to remove User Content, the license granted above will remain in effect and you acknowledge that The Pepper Club may retain archived copies of your User Content. Notwithstanding, The Pepper Club does not claim ownership of User Content and subject to the rights granted to The Pepper Club in this Service Agreement, you retain full ownership of all of User Content to the extent you would otherwise have intellectual property rights or other proprietary rights associated with it.

8.4 The Pepper Club's Obligations Related to Content. We have no obligation to maintain or store your content. The Pepper Club may delete, modify or restrict the display of User Content at any time for any reason, including but not limited to service cancellation, violation of the Service Agreement or violation of the Code of Conduct. Once deleted, User Content may not be retrieved.

9. Limitations.

You acknowledge that we may establish limits concerning use of the Service, including the length, number or size of photos, email messages, postings, or other content that are retained, stored, displayed, or transmitted by the Site. We may also limit the frequency with which you may access the Service. We reserve the right to modify or discontinue the Service (or any part or feature thereof) at any time, with or without notice.

10. Access to the Service.

We may offer parts of the Service in RSS format so that users can embed individual feeds into a personal web site or weblog or view postings through third party software news aggregators. We permit you to display, excerpt from, and link to the RSS feeds, provided that each title is correctly linked back to the Service and your use does not overburden our systems. We may terminate any RSS feed at any time. We prohibit access to the Service for data collection, aggregation, mining or extraction. We authorise an exception for general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to the Service, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent. This exception is discretionary and excludes web sites or search engines that specialize in listings, postings, profiles, and discussion groups, or websites that are in the business of providing ad listing services.

11. Premium Membership.

Costs

You agree to pay a membership fee, that once paid, entitles you to membership for the period specified, usually up to the end of the financial year (June 30). Membership fees may be discounted or adjusted to reflect the period of membership at any time, but any changes to membership costs can not be applied retrospectively to any fee or service already paid for.

The Service includes membership participation at events. The cost of an event to a member might include the cost of a third party service plus an administration fee paid to TPC(WA) Pty Ltd.

The advertised cost of any future event promoted in any way by us may be changed without notice at any time prior to booking to the event. We have the right to cancel a members booking to an event or cancel an event without notice. Should a booking be cancelled the cost will be refunded to the member only to the extent that we are reasonably able to recover the costs, either internal or from any third party applicable to that event.

Notification for various fees for access to various features and services of the Service will be done via the site. If we notify you of new fees or change the fees for an existing feature or services, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service.

12. The Pepper Club Event Listings.

12.1 Hosting a The Pepper Club Event. Physical meetings ("Events"), hosted by Members or third parties ("Event Hosts") are part of the Service. Some events listed on the Site are subject to review and approval by The Pepper Club; we may, at our sole discretion, reject or edit a pending or published Event listing.

12.2 Release. Because The Pepper Club does not supervise or control The Pepper Club Events or interactions among or between Members and any other persons or companies, and because we are not involved in any way with physical transportation to or from The Pepper Club Events or with the actions of any individuals at The Pepper Club Events, and because The Pepper Club does not have control over the identity or actions of the Event Host, Members or any individuals at the Events, and because we cannot guarantee the true identity, age, nationality of Service users, and because we have very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Service, you agree that you bear all risk and you agree to release The Pepper Club (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) and their designees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your use of the Service, our resolution of any disputes among users, and/or your transportation to or from, attendance at, or the actions of you or other persons at, a The Pepper Club Event. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver. You waive and relinquish all rights and benefits which you have or may have or any similar provision of the statutory or non-statutory law of any jurisdiction to the full extent that you may lawfully waive all such rights and benefits.

As such, The Pepper Club urges its Members to use caution and exercise good judgment when attending the Events or paying a fee for an Event.

12.3 Venues. The Pepper Club Events can occur at various venues. We do not supervise these The Pepper Club Events and are not involved in any way with the actions of any individuals at these events. As a result, we have no control over the identity or actions of the individuals who are present at these events, and we request that our users exercise caution and good judgment when attending these events.

12.4 Voice/Image Release. The Pepper Club Events may be recorded on audio or videotape for promotional, educational or training purposes. You understand and agree that your voice or image may be recorded and used for these purposes. The Pepper Club has complete ownership of these materials and you have no interest or ownership in them or their copyright.

12.5 Event Reservation Cancellation Policy. Reservations or bookings for Events should be made through the Site. Members may cancel a reservation for an event by emailing enjoybusiness@thepepperclub.com.au. Cancellations will not be accepted any later than 7 day prior to the event. Members are entitled to send a non member (guest) in their absence, and those guests must be advised of and comply with the Terms of Service and Code of Conduct of The Pepper Club. It is the Member's responsibility to make the guest aware of this requirement. In

the event that a reservation has a fee and is made through the Site, it must be made with a credit card, as set forth in Section 14.3.

13. Members Events.

13.1 General. The Service may provide Members with resources to facilitate events that may or may not be deemed an event of The Pepper Club. Our liability to any event is as described in these Terms of Service or as revised.

14. Fees and Payments.

14.1 General. Credit cards are the preferred method of payment for all fees paid to The Pepper Club. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms of Service (e.g., overdrawn accounts, exceeding account limits, etc.)

14.2 Any fees paid Membership are non-refundable. The Pepper Club reserves the right to terminate membership for failure to pay for the Service, and also reserves the right to change the benefits and fees associated with any future service or event, with or without notice, at any time.

14.3 Event Fees and Payments. The Pepper Club collects fees from Members on for participation in a service or event. Fees might include the costs charged to us by the service or event host. The balance of the fee charged to a member is retained by us. The Pepper Club cannot ensure that an Event Host is legitimate and truthful, that you will be satisfied with the value and/or the content of the Event.

Reservations made for fee-based events should occur through the Site. Site-based reservations are made with a credit card. Credit cards are charged when the reservation is made. If you believe any payment for an Event is in error, you must contact The Pepper Club at enjoybusiness@thepepperclub.com.au to seek resolution.

14.4. Coupon Codes. We may from time to time offer promotions where we may discount or waive certain fees or other fee-based products or services, including events. We may offer Coupon Codes to Event Hosts as a mechanism for processing a discount or credit. Coupon Codes have no cash value, are not retroactive, and are non-transferable unless specified. Coupon Codes typically have an expiration date. When an expiration date is not specified, Coupon Codes automatically expire 30 days after they have been issued.

15. Trademarks; Copyrights; Proprietary Rights.

15.1 The Pepper Club's Intellectual Property and Proprietary Rights. The Pepper Club owns the visual interfaces, interactive features, graphics, design, compilation, computer code, products,

software, and all other elements and components of the Site ("The Pepper Club Content"), excluding User Content. The Pepper Club owns the copyrights, trademarks, service marks, trade names and other intellectual property and proprietary rights throughout the world associated with The Pepper Club Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit, any of The Pepper Club's Content in whole or in part except as expressly authorised in writing by The Pepper Club. The Pepper Club does not grant any express or implied rights, and all rights in and to the Site and to The Pepper Club's Content are retained by The Pepper Club.

15.2 No Resale. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of The Pepper Club's Site, use of the Site, or access to the Site for any sales of goods or services, or promotion of a company, good, or service unrelated to the topic or spirit of The Pepper Club Service.

15.3 The Pepper Club's Trademarks. The term The Pepper Club and anything on the site that identifies or distinguishes The Pepper Club from other goods or services are registered or unregistered trademarks of The Pepper Club. Except as otherwise permitted by law, you agree not to display or use in any manner The Pepper Club Trademarks without The Pepper Club's prior written consent.

15.4 Intellectual Property Rights of Third Parties. The Pepper Club respects the intellectual property rights of others, and we ask our users to do the same. To the extent The Pepper Club uses a trademark that is the property of a third party, The Pepper Club endeavors to provide clear notice that (a) The Pepper Club does not own the trademark and that the trademark is the property of a third party, (b) The Pepper Club has no affiliation, connection or association with that third party, and (c) if applicable, that third party has not approved or sponsored The Pepper Club's use of the trademark in any way. We may, in appropriate circumstances and in our discretion, remove, or disable access to, material that infringes on the rights of others, and terminate access to our Site or Service to those who may be repeat infringers.

If you believe that your work has been used in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify The Pepper Club at enjoybusiness@thepepperclub.com.au

Upon being notified, The Pepper Club will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged use from the Service or termination of the posting account.

16. Advertising and Sponsorships

You understand and agree that the Service may include advertisements and commercial listings and that these are necessary for us to provide the Service. You will not obscure these from general view via HTML/CSS or any other means.

17. Links to Other Websites.

The Site may include links to other websites ("Third Party Sites"). The Pepper Club does not control or endorse any Third Party Site, and you agree that The Pepper Club is not responsible for the availability or contents of such Third Party Sites. Your correspondence or business dealings with, or participation in promotions of, marketing partners or other third parties found on the Site or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such marketing partner or other third party. You agree that The Pepper Club shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such marketing partners or other third parties on our website or located through the use of the Service.

18. Indemnity

Members agree to indemnify and hold The Pepper Club and its affiliates, officers, agents, subsidiaries, co-branders, or other partners and employees, harmless from any loss, liability, claim or demand, including reasonable legal costs, made by any third party due to or arising out of (i) User Content you submit, post, transmit, or make available through the Service, (ii) your use of the Service, (iii) your connection to the Service, including your use of the Service to provide a link to another site or to upload content or other information to the Site, or (iv) your violation of the Terms of Service or Code of Conduct, or (v) your violation of any rights of another including but not limited to another's copyright or other intellectual property right.

19. NO WARRANTY

We provide the Service "as-is," with all faults and as available. We give no express warranties, guarantees, or conditions. To the extent permitted by law, we disclaim any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement and including those arising by usage of trade, course of dealing, or course of performance. Without limiting the generality of the foregoing, we do not warrant that the service or the content will be accurate, error-free, virus-free, or uninterrupted or that it will meet your requirements. You may have additional consumer rights under your local laws that this Service Agreement cannot change.

20. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY

The Pepper Club's aggregate liability to you for any and all claims related to the Service or its content is limited to the amount of your service fee for one month. To the extent permitted by applicable law, The Pepper Club will not be liable for any consequential, lost profits, special, or incidental damages resulting from your access to or use of--or inability to access or use (including due to modification, suspension, blocking, discontinuance, cancellation, or termination of the Service or any part thereof)--the Service, event or content, whether based on breach of contract, breach of warranty, tort (including negligence), or any other legal theory. Without limiting the foregoing, you specifically acknowledge that The Pepper Club is not liable for the defamatory, offensive, infringing, breaching, fraudulent, or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with you. These limitations apply to any matter related to: the Service or its content; third party Internet sites, programs or conduct; viruses or other disabling features; incompatibility between the Service and other services, software, or hardware; and any delay or failure in initiating, conducting, or completing any transmission or transaction in connection with the Service in an accurate or timely manner. These limitations also apply even if this remedy does not fully compensate you for any losses, or fails its essential purpose; or if we knew or should have known about the possibility of the damages.

You acknowledge that The Pepper Club cannot provide the Service inexpensively to you without limiting its liability as set forth above, so, in order to use the Service, you agree to limit The Pepper Club's potential liability to you in this way. These limitations of liability are fundamental elements of the basis of the bargain between The Pepper Club and you.

21. Special Admonitions for International Use

As a consequence of the global nature of the Internet, you agree to comply with all local rules and laws regarding user conduct on the Internet and acceptable content. Specifically, you agree to comply with all applicable laws regarding obscene and indecent content and communications and those regarding the transmission of technical data exported from the country in which you reside.

22. General

You understand and agree that this Service Agreement and any notices given pursuant to this Service Agreement are enforceable in electronic format. This Service Agreement constitutes the complete agreement and supersedes all prior agreements between you and The Pepper Club. All disputes related to or arising from this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Perth Western Australia; to which jurisdiction and venue you and The Pepper Club each irrevocably consent. If any provision of this Service Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the

remaining provisions will remain in full force and effect. The Pepper Club's failure to act or your failure to act with respect to a breach does not waive The Pepper Club's rights or your right to act subsequently. You may not assign or transfer rights under this Service Agreement, or delegate any duties. The Pepper Club retains the right to assign its rights under this Service Agreement delegate its duties in connection with a merger, reorganisation, or sale of substantially all of its assets. This Service Agreement will bind successors and permitted assigns.

23. Notices

Any notice from you to The Pepper Club must be addressed to enjoybusiness@thepepperclub.com.au. This Service Agreement is in electronic form. There may be other information regarding the Service that the law requires us to send you. You consent to The Pepper Club's sending you this information in electronic form. You have the right to withdraw this consent by notice to us, but if you do, you must stop using this Service. We may provide required information to you by email at the your registered address or by access to www.thepepperclub.com.au or another web site designated in an email notice or generally designated in advance for this purpose. Notices provided to you via email will be deemed given and received on the transmission date.