

1. Introduction

These Terms of Service (Terms) govern your enrolment in and participation in the **Agency 4.0** program (Course), offered by NOXIC STUDIOS (we, us, our).

By purchasing, enrolling in, or accessing the Course, you (Student, you, your) agree to be bound by these Terms, our Website Terms of Use, and our Privacy Policy. If you do not agree, you must not enrol in or access the Course.

The Course is intended for individuals who are at least 18 years old. By enrolling, you represent that you are 18 or older, or that you have appropriate parental/guardian consent where applicable.

2. Course description and access

2.1 Course overview

- The Course is an online education program designed to help students build and grow a client-getting agency using the Agency 4.0 framework.
- The Course may include pre-recorded video modules, worksheets, templates, live calls, community access, and other resources as described on the sales page at the time of purchase.

2.2 Access period

Unless we clearly state otherwise at checkout, you will receive access to the Course for the lifetime of the program from the date that access is first granted (Access Period).

We may occasionally suspend access to the Course (for example, for maintenance, upgrades, or technical issues). We will use reasonable efforts to minimise disruptions but do not guarantee uninterrupted access.

2.3 Changes to the Course

We may update, modify, or replace Course content at any time to maintain accuracy, relevance, and quality. This may include adding, removing, or updating modules, resources, or features, provided the overall nature of the Course is not materially degraded.

3. Enrolment and eligibility

By enrolling in the Course, you represent and warrant that:

- All information you provide to us during checkout is true and accurate.
- You have the legal capacity and authority to enter into these Terms.
- You are enrolling for business/educational purposes and understand that we do not guarantee any particular business outcome or level of income.

We reserve the right to refuse or cancel any enrolment at our discretion, including where we reasonably believe you may misuse the Course, breach these Terms, or pose a risk to us or other students.

4. Fees, payments, and payment plans

4.1 Course fees

The Course fees (Fees) are as displayed on the sales page or checkout at the time you complete your purchase, in USD. Taxes (including GST, where applicable) will be added as indicated.

4.2 Payment methods

Fees may be paid via the available payment methods on checkout (for example, credit/debit card, PayPal, Stripe, or other processors). You authorise us and our third-party payment processors to charge your chosen payment method for all Fees and any agreed instalments.

4.3 Payment plans

If we offer a payment plan, you agree to pay all instalments in full and on time. A payment plan is **not** a subscription you can cancel at will; it is a way of splitting the total Course Fee into multiple payments, all of which are owed once you enrol.

If an instalment payment fails, you must update your payment details and pay the outstanding amount immediately. We may suspend or revoke your access to the Course until payments are brought up to date, and we may engage collection processes for overdue amounts.

5. Refunds and Australian Consumer Law

5.1 Consumer guarantees

Nothing in these Terms is intended to exclude, restrict, or modify any consumer guarantees or other rights you may have under the Australian Consumer Law (ACL). If the Course has a major problem under the ACL (for example, it is not delivered with due care and skill, is significantly different from what was described, or is unfit for its purpose), you may be entitled to a repair, replacement, or refund, depending on the circumstances.

5.2 Change-of-mind refunds

Because the Course provides access to digital content and intellectual property, we do **not** generally offer change-of-mind refunds once access to the Course is granted, except where required by the ACL.

5.3 Results and earnings disclaimer

We do not guarantee any particular results, outcomes, revenue, or level of success from participating in the Course. Your results depend on many factors including your skills, experience, resources, and implementation.

6. Intellectual property and licence

All Course content, including videos, audio, text, worksheets, frameworks, methods, software, designs, branding, and other materials (Course Content) are owned by us or our licensors and are protected by copyright and other intellectual property laws.

We grant you a limited, non-exclusive, non-transferable licence to access and use the Course Content for your personal or internal business education only, for the Access Period, in accordance with these Terms.

You must **not**, without our prior written permission:

- Copy, reproduce, distribute, share, sell, sub-licence, or otherwise exploit the Course Content.
- Upload Course Content to any public or shared platform.
- Remove copyright, confidentiality, or proprietary notices from the Course Content.
- Use the Course Content to create competing or derivative products, programs, or services.

You may adapt templates and frameworks for use in your own agency and client work, provided you do not present our Course or Content as your own course, training, or intellectual property.

7. Student responsibilities and conduct

You agree to:

- Maintain accurate contact and billing information.
- Keep your login credentials secure and not share your account with any other person.
- Use the Course and any associated community spaces in a respectful, lawful manner.

We may suspend or remove you from the Course and any related communities, without refund (to the maximum extent permitted by law), if you engage in inappropriate, abusive, or disruptive behaviour, breach these Terms, or misuse Course Content.

8. Community and live sessions (if applicable)

If the Course includes access to a group community (e.g. Slack, Discord, Facebook group) or live coaching/implementation calls:

- Access is a privilege, not a right, and is subject to our community guidelines, which we may update from time to time.
- We may record live sessions for training and re-use within the Course or future programs. By attending, you consent to being recorded.

You must not share screenshots, recordings, or details of other students' confidential information outside the community without their explicit consent.

9. Disclaimers

To the maximum extent permitted by law:

- The Course is provided for general education and information only and is not financial, legal, accounting, or professional advice. You should obtain independent advice before making decisions about your business.
- We do not promise that the Course will be error-free, or that it will always be available.

You are solely responsible for your own decisions, actions, and results in implementing the Course Content in your business.

10. Limitation of liability

To the maximum extent permitted by law, our total aggregate liability to you for all claims arising out of or in connection with the Course or these Terms is limited to the amount of Fees actually paid by you for the Course.

We are not liable for any indirect, consequential, special, or incidental loss or damage, or loss of profits, revenue, opportunity, or goodwill, arising from your use of (or inability to use) the Course, except where we cannot lawfully exclude such liability under the ACL.

11. Privacy and data

We collect, use, and handle personal information in accordance with our Privacy Policy, which forms part of these Terms. This may include sharing data with third-party tools that we use to deliver the Course (for example, learning platforms, payment processors, email providers).

By enrolling, you consent to receiving Course-related communications by email and other channels, including updates, reminders, and marketing about our related products and services, in accordance with applicable spam and privacy laws. You can opt out of non-essential marketing communications at any time.

12. Termination and suspension

We may suspend or terminate your access to the Course (in whole or in part) if:

- You breach these Terms or any applicable law;
- Your payment is reversed, declined, or becomes overdue;
- We reasonably consider that your continued participation may cause harm to us, the Course, or other students.

If we terminate your access due to your breach, you are not entitled to a refund, except as required by law.

We may discontinue or retire the Course as a whole at any time, but will honour your Access Period or provide a reasonably equivalent alternative or pro-rated refund, to the extent required by law.

13. Force majeure

We are not responsible for any delay or failure to perform our obligations under these Terms where the delay or failure is caused by events beyond our reasonable control (for example, natural disasters, pandemics, governmental actions, power or internet failures, platform outages, strikes, or acts of war).

14. Changes to these Terms

We may update these Terms from time to time. The current version will be available on our website or Course portal. If changes materially affect your existing enrolment, we will take reasonable steps to notify you (for example, by email or in-portal notice).

Your continued access to or participation in the Course after changes take effect constitutes acceptance of the updated Terms.

15. Governing law

These Terms are governed by the laws of [YOUR STATE/TERRITORY], Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State/Territory and the Commonwealth of Australia.

16. Contact us

If you have questions about the Course or these Terms, you can contact us at:

- Email: willem@noxicstudios.com
-