



Flying Start People Terms and Conditions

ABN 20 650 912 605

Welcome to flyingstartpeople.com. We take pride in the quality of our toolkits and their value as a business tool for HR professionals.

By using our website and resources, you agree and are legally bound by the following terms and conditions:

1. Introduction & Scope of Products

Flying Start People provides checklists, tools and questions (**toolkits**) to help HR leaders working in Australia get to know an organisation quickly, prioritise their time and maximise impact in their new role. The information is designed to be used as a prompt that together with an HR leader's professional experience, will help them "hit the ground running" in their new role.

Information contained on the website and toolkits is not exhaustive and should not be considered as a substitute for professional advice. Users are encouraged to seek additional information or consult with experts for specific situations.

2. Use and Adaptation

The Flying Start People toolkits are designed as templates and guides. Whilst they contain valuable content, they are general in nature and may not cover all unique circumstances. They are not intended to provide legal, professional or specific HR advice. It is very important for users to adapt resources to suit their specific organisational context and seek professional advice if required.

Users of the Flying Start People checklists, tools, and questions assume full responsibility for their use and interpretation. We are not liable for any damages or losses arising from the reliance on the information provided.

Checklists, tools and questions have been developed for use in Australia. Whilst the content could be useful for use outside Australia, it is the user's responsibility to consider the local market conditions, laws in that country and organisational context to ensure it is fit for purpose and compliant.

By accessing and using the Flying Start People website, you agree that you will not use the website or toolkit contents:

- for any illegal or unlawful purposes.
- to engage in any conduct that is false or misleading.
- to impersonate any individual, entity or third party.
- for any use that contravenes these terms and conditions.
- to share, publish, distribute or email any materials that may be obscene, offensive, threatening, harmful, vulgar, defamatory or abusive or that infringes upon the rights of another person or entity and/or contravenes a law or regulation.
- to knowingly use computer code, files or viruses that could interrupt, limit or negatively impact the functionality of the website and user hardware or software.



3. Intellectual Property

All content provided by Flying Start People including but not limited to checklists, tools, and questions, is protected by Australian intellectual property, copyright and trademark laws. Users can use website and toolkit materials in their role as an HR professional but are prohibited from copying, redistributing, selling, emailing or reproducing the content for commercial and non-commercial purposes without explicit permission.

If Flying Start People determines at our sole discretion that a user has violated one or more terms and conditions of use, we may take any action necessary to resolve or prevent the violation including but not limited to termination of a user account.

4. Ordering, Payment and Pricing

Flying Start People toolkits may be ordered via the Flying Start People website. After purchasing a toolkit, users receive digital access to the contents of the toolkit.

Pricing per toolkit is outlined on the Flying Start People website. Pricing is subject to change and will be updated on the website. Prices are inclusive of goods and services tax (GST).

The payment process is automated and managed by Square AU Pty Ltd. Flying Start People does not have access to user credit card information or other payment information as outlined in our Privacy Policy.

5. Delivery Times

Following the order confirmation process including payment, Flying Start People will provide users with digital access to the toolkit(s) within 24 hours. Toolkit information can be accessed via the Flying Start People website and a unique member log in.

6. Refunds

We want customers to get value from the Flying Start People toolkits. We encourage customers to review the sample materials and Frequently Asked Questions on the Flying Start People website before purchasing a toolkit.

If you are not completely satisfied with your digital toolkit purchase, please contact liz@flyingstartpeople.com within 2 business days of purchase to discuss potential resolutions. Individual refund requests will be considered on a case-by-case basis. Customers will be asked to confirm in writing that they have not downloaded or copied information contained in the Flying Start People toolkit before a refund is agreed. Please contact liz@flyingstartpeople.com to discuss a refund request and potential resolutions.

7. Accuracy of Information

We make every effort to ensure that information in the Flying Start People toolkits and website is up to date, accurate and relevant. However, the HR environment is dynamic and laws and regulations may change. Flying Start People does not guarantee the completeness, accuracy or suitability of the content for specific situations. Users are encouraged to verify information independently and ensure relevance to their current context.



8. Security

Following purchase of one or more toolkits, users will receive instructions to create a unique user login for them to access the toolkit contents. This consists of a username (email address) and password.

Users may reset passwords via the Flying Start People website. Flying Start People does not have access to individual password information.

Users are responsible for ensuring the confidentiality and proper use of the username, password and account and accept responsibility for all activities that occur under their account. Sharing usernames and passwords is prohibited. You must notify us immediately via liz@flyingstartpeople.com if you believe that an unauthorised person has access to your account.

9. Limitation of Liability

Flying Start People won't be held responsible for any indirect, consequential, special or incidental damages that occur from the use of inability to use the information contained in the digital toolkits. If something does go wrong, our liability is limited to the total amount you paid for the specific information in the toolkit connected to the issue.

10. Modification & Discontinuation

Flying Start People reserves the right to modify, update or terminate website content and the availability of the toolkits without prior notice. Any modifications will be effective upon posting on the website. If Flying Start People ceases operations, customers will be offered an electronic copy of the toolkit within one month of website closure to continue to access information they have purchased.

11. Indemnity

The customer agrees to indemnify and hold Flying Start People harmless from any claims, damages, losses, liabilities, costs and expenses (including legal fees) arising out of or related to the use or misuse of checklists purchased from Flying Start People. This indemnity includes but is not limited:

- any violation of the terms and conditions.
- Infringement of intellectual property rights.
- any third party claims.

Flying Start People shall promptly notify the customer of any such claims and cooperate fully in the legal process. The customer agrees to assume the defense and settlement of any such claim, with Flying Start People's prior written consent which will not be unreasonably withheld.

12. Third Party Relationships & External Links

Our website may include links to external websites for additional information. We are not responsible for the content, accuracy, or reliability of these external sources.



13. Data Privacy

We respect your privacy and collect minimum information to allow you to use the information in the Flying Start People toolkits. Any personal information will be handled in accordance with the Flying Start People Privacy Policy.

14. Governing Law

These terms and conditions are governed and interpreted by the laws of the State of Queensland, Australia. Any disputes arising out of or in connection with these terms and conditions will be resolved through negotiations and in accordance with the laws of Australia and the state of Queensland.

15. Acceptance of Terms and Conditions

By making use of the information available on the Flying Start People website and/or HR checklists, tools, and questions, you acknowledge that you have read, understood, and agreed to these terms and conditions. If you have any questions or concerns, please contact us at liz@flyingstartpeople.com.

