

## Click Academy Terms and Conditions

By using this Website and/or participating in a Course, you agree to comply with these terms and conditions ("**Terms**").

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### 1. Definitions

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"Course" means our online Click Academy course available on and through this Website, being an online course providing training on setting up and managing Google Ads campaigns;

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"Online Community" means any social media groups or other online communities that we administer;

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"We" means Pixel Storm Pty Ltd ACN 112 590 315;

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"Website" means this website, [clickacademy.io](http://clickacademy.io); and

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"You" means any user of this Website or participant in the Course.

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### 2. Nature of Information

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- a. Any information provided under this Website or during a Course are of a general nature only.
  - b. If you have specific advertising objectives or require individual support, you should consider whether the Course is appropriate for you and contact us for more tailored advice.
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### 3. Use of This Website

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- a. Whilst we will use our best endeavours to ensure that this Website is free from viruses, we make no such warranty that it is, and it is your responsibility to ensure that this Website does not expose you to any viruses or other code that is harmful or may cause harm.
  - b. You must only use this Website for lawful purposes, which may include:
    - a. browsing any part of this Website solely in order to view it; and
    - b. joining and participating in a Course.
  - c. Email addresses, contact forms and any other communication forms that appear on this Website are for professional communications only and must not be used to send unsolicited messages.
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### 4. Course Registration

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- a. Courses will run for specified dates and for a period of one month unless otherwise specified ("**Course Term**").
- b. The price for a Course will be displayed on this Website. Prices are in Australian dollars and excluding GST unless otherwise stated.
- c. To join a Course, you will be required to register an account ("**Account**") with us. By registering an Account, you agree that all information provided by you is true and correct and that you will maintain and update this information as required in order to keep it current, complete, and accurate.
- d. You are solely responsible for maintaining the confidentiality of your password and Account and for any and all statements made and acts or omissions that occur through the use of your password and Account. Therefore, you must take steps to ensure that others do not gain access to your password and Account. You may not transfer or share your Account with anyone, and we reserve the right to immediately terminate your Account if you do transfer or share your Account.

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- e. You will be required to pay for the Course in full at the time you purchase a Course. Payment is accepted by credit card and PayPal.
  - f. When you purchase a Course, you will receive a confirmation email from us. Please contact us via email at support@clickacademy.io if you do not receive a confirmation email to ensure that your purchase and enrolment has been processed correctly.
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## 5. Access to Course

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- a. Once you have successfully enrolled in a Course, online resources, material and content ("**Course Content**") will be made available to you during the Course Term.
  - b. Course Content will be provided in the form and manner determined by us, and may include written, audio or visual Course Content, and be provided at different times throughout the Course Term.
  - g. It is your responsibility to ensure that you access the Course and Course Content during the Course Term. You are also responsible for ensuring that your computer hardware, software and Internet connection is adequate to enable you to access the Course. No credits or refunds will be provided if you fail to access the Course or Course Content during the Course Term.
  - c. You must not share the Course Content or any other information provided during the Course to any other person without our express written consent.
  - d. When you enrol in a Course, you will be entitled to a one-hour individual consultation with one of our employees ("**Consultation**"). The Consultation must be booked through this Website for a date that is during the Course Term, except by agreement.
  - d. When you book a Consultation, you may be redirected to the website of a third-party booking agent, such as 'Calendly'. You may be required to create an account with the third-party booking agent prior to booking a Consultation, in which case you agree to the terms and conditions and privacy policy of the third-party booking agent.
  - e. Consultations will be conducted using online telecommunications software, such as 'Skype' or 'Zoom'. You agree to comply with any third-party provider's terms of use in accessing or using their services.
  - f. You agree that you may need to 'screenshare' and/or provide us with temporary access to a relevant online account managed by you in order for us to provide our services, including those provided under the Course. The way we collect, use and disclosure your personal information is set out in our [Privacy Policy](#).
  - g. Available dates and times for the Consultation will vary and we cannot guarantee that your preferred date and time will be available.
  - h. Failure to book the Consultation during the Course Term will result in it being forfeited and no credits or refunds will be provided.
  - i. You acknowledge that when you make a booking for a Consultation, we have reserved the Consultation time especially for you. If for any reason you need to cancel or reschedule a Consultation, you must send us a notification of your intention to cancel or reschedule the Consultation as soon as reasonably practicable. Whilst we will use our best endeavours to change your Consultation upon request, we cannot guarantee that an alternative or suitable date or time will be available.
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## 6. Course Disclaimer

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- a. Our Courses are designed to provide participants with what we consider useful general information, instructions and strategies relating to Google Ads. You

cannot dictate topics, materials, strategies or information you would like to receive or learn through the Course, and the Course Content is not designed to suit your individual circumstances.

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b. We make no representation that:

i. successful completion of the Course will qualify you to receive any credit or qualification;

ii. completion or application of the Course will increase the profitability or marketability of your business; or

iii. the Course and Course Content is appropriate for your individual circumstances.

c. You acknowledge that the cost of running Google Ads is not included in the Course and is payable directly to Google. You should factor in additional advertising spend when completing the Course.

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## **7. Online Community**

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a. You will be granted access to our Online Community when you enrol in a Course.

b. By joining and participating in our Online Community, you agree to comply with the relevant platform's (for example, Facebook) terms of use.

c. The Online Community is intended to provide a community in which you may discuss ideas relating to the Course and the Course Content with other participants in the Course. Should you engage in any behaviour in the Online Community that we consider inappropriate, including bullying, harassment, racism or sexism, we reserve the right to take any reasonable action, including reporting the behaviour to the appropriate authorities, platform, and/or removing, blocking or banning you from our Online Community.

## **8. Refund Policy**

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a. You have a number of rights and consumer guarantees under Australian Consumer Law, including that services, including the Course, are fit for purpose, provided with acceptable levels of care and skill, and provided within a reasonable time-period.

b. Please contact us via email at support@clickacademy.io if you have any issues or concerns with the Course and provide proof of payment.

c. If there has been a problem with the Course, we will refund the price of the Course to your original payment method. Your access to the Course will be terminated in such circumstances.

d. Subject to clause 9, we do not offer refunds where you insisted on having the Course provided in a particular way against our advice, failed to clearly explain your needs to us, or simply changed your mind.

e. Nothing in this clause is intended to exclude any of your statutory rights as a consumer under Australian Consumer Law.

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## **9. 14-Day Money Back Guarantee**

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a. In addition to your rights under Australian Consumer Law and our Refund Policy above, we also offer a 14-day money back guarantee ("**Guarantee**").

b. If, within the first 14 days of the Course Term, we receive a notification from you that you wish to cancel the Course because you are not 100% satisfied, then we will refund the price of the Course to your original payment method at your request. Please note that we cannot refund the cost of any credit card surcharges or other bank fees paid upon purchase.

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c. Your access to the Course, any Online Community and the Course Content will

- c. Your access to the Course, any Online Community and the Course Content will be terminated in such circumstances and cannot be reinstated unless you purchase and enrol in a Course again.
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## **10. Indemnity and Limitation of Liability**

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- a. You agree to indemnify and hold us harmless from all liabilities, claims, and expenses, including legal fees, that arise from your use or misuse of this Website or your breach of these Terms.
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- b. Except as otherwise provided at law, we make no additional warranties or representations about the accuracy, completeness or fitness for any purpose of the contents of this Website.
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- c. This Website may contain links to external websites. We do not control the content of those websites or endorse them in any way and accept no liability in relation to the quality or accuracy of any content on other websites or of any breaches of law by those other websites.
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- d. To the extent permitted by law, we accept no responsibility and exclude all liability to you on any basis for any loss or damage, however caused, which you may suffer in relation to your use of this Website.
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## **11. Intellectual Property**

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- a. Unless otherwise indicated, we own or have the rights to use:
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- a. all copyright in this Website, the Course and the Course Content; and
- b. any trade names or trade marks associated with the Website and the Course.
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- b. You must not in any way copy, reproduce, replicate or imitate the Course or the Course Contents without our prior written consent.
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- c. You must not in any way reproduce, publish, communicate or adapt any part of this Website, including any these terms and conditions, without our prior written consent.
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- d. We reserve all rights in relation to all intellectual property.
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## **12. General**

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- a. We may, in our absolute discretion, change these terms and conditions from time to time without notice to you.
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- b. Parts of this Website may not be updated regularly and may therefore be out of date.
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- c. If any part of any of these terms and conditions is void, then the part that is void may be severed.
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- d. These terms and conditions, your use of this Website and any dispute arising out of these are governed by the laws of the State of Victoria, Australia.
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