

Terms of Use

1. General Information

Welcome to the JMX Solutions website. By accessing or using this website, you agree to comply with these Terms of Use. If you do not agree, please refrain from using the site.

- **Business Name:** JMX Solutions (sole trader business operated by Jacqui McConville)
- **Contact Details:** jacqui@jmxsolutions.au | Mobile: 0448784884
- **Jurisdiction:** These Terms of Use are governed by the laws of South Australia, and the parties submit to the jurisdiction of the courts of South Australia.

2. Our Services

JMX Solutions provides independent professional services including, but not limited to:

- Complaint management and complaint resolution
- Mediation and facilitated discussions
- Governance advice and governance reviews
- Policy and governance documentation
- Conflict resolution training and workshops
- Facilitation and strategic planning
- Investigations and workplace or community conflict support
- Surveys, stakeholder engagement and organisational insights

Services may be delivered in person, online or by telephone depending on the nature of the engagement.

3. Payment Terms

Fees, payment terms and cancellation arrangements are set out in each individual proposal, quotation, engagement letter or service agreement.

4. Refund and Cancellation Policy

Because JMX Solutions provides professional services tailored to each client, refunds and cancellations are assessed in accordance with the agreed engagement terms. Nothing in those terms limits any rights or remedies available under the Australian Consumer Law.

5. Website Usage

5.1 Acceptable Use Policy

Users must use the website responsibly and in accordance with the law. You must not:

- use the website or its content for any unlawful, misleading or harmful purpose;
- interfere with the security, functionality or availability of the website; or
- reproduce, modify or distribute website content except as permitted by these Terms of Use or with prior written permission.

5.2 Content Ownership

- Information published on this website is provided for general information only. It does not constitute legal, professional or other advice and should not be relied upon as a substitute for advice specific to

your circumstances.

- All workshop materials, graphics, templates, website content and downloadable resources are owned by, or licensed to, JMX Solutions and remain protected by applicable intellectual property laws. They must not be reproduced, adapted, distributed or used commercially without prior written permission, except as permitted by law or under an express licence.

5.3 Reviews and Feedback

If you choose to leave a review of JMX Solutions on Google or another public review platform:

- Please ensure your review is honest, respectful and based on your genuine experience.
- If you have concerns about the services provided, JMX Solutions encourages you to raise them directly in the first instance at jacqui@jmxsolutions.au, so they can be considered and, where possible, resolved promptly.
- JMX Solutions reserves the right to respond publicly to reviews where appropriate but will do so professionally and with respect for client confidentiality.

6. Privacy and Data

- JMX Solutions manages personal information in accordance with its published Privacy Policy.
- Cookies: This website uses cookies and similar technologies to support website functionality, security and performance, and to collect aggregated website analytics. Visitors may be presented with a cookie notice when accessing the website. Further information about how these technologies are used is available in the JMX Solutions Privacy Policy.

7. Professional Information

7.1 Limitation of Liability

To the maximum extent permitted by law, JMX Solutions excludes liability for any loss arising from reliance on information published on this website. Nothing in these Terms of Use excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law.

Professional services are provided under separate client agreements which govern those engagements.

7.2 Disclaimers

- JMX Solutions aims to provide professional, practical and effective services. However, outcomes may depend on factors outside JMX Solutions' control, including the information available and the participation, decisions and conduct of clients and other parties. No particular outcome is guaranteed.
- Website access and functionality are provided on an "as-is" basis. JMX Solutions does not guarantee uninterrupted access.

7.3 Professional Engagements

- Information published on this website does not create a professional or client relationship with JMX Solutions. Professional services commence only after an engagement has been accepted by both parties.

8. Complaints

- If you have concerns about this website or services provided by JMX Solutions, please contact jacqui@jmxsolutions.au in the first instance so the matter can be considered and, where possible, resolved promptly.

9. Other Important Points

9.1 Third-Party Links

This website may contain links to third-party sites. JMX Solutions is not responsible for the content or practices of these external websites.

9.2 Changes to Terms

Website content may be updated periodically and may not always reflect JMX Solutions' most recent service offerings or pricing.

JMX Solutions may update these Terms of Use from time to time. The updated Terms will be published on this website and will apply from the date of publication.

By using this website, you acknowledge that you have read, understood, and agree to these Terms of Use. If you have any questions, please contact JMX Solutions at jacqui@jmxsolutions.au