

## TERMS & CONDITIONS

Body Mind Fit Pty Ltd (ACN 663 517 682) (“**Body Mind Fit**”, “**we**”, “**our**” and “**us**”) owns and operates [www.bodymindfit.au](http://www.bodymindfit.au) (“**Website**”). In these Terms and Conditions “**You**” and “**your**” refers to anyone who visits and/or uses this Website and accepts these Terms and Conditions.

We grant you a limited license to use the Website for your personal use or to access our corporate services. By accessing, browsing, or using this Website you agree to these Terms and Conditions and all applicable laws, and acknowledge that you will only use our Website in accordance with these Terms and Conditions. You should read these Terms and Conditions and the Body Mind Fit Privacy Policy carefully before using this Website.

### Privacy

We have adopted a Privacy Policy that you should read and understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles. You can access the Body Mind Fit Privacy Policy on our Website.

In the event of any inconsistency between these Terms and Conditions and the Body Mind Fit Privacy Policy, the terms of our Privacy Policy prevail to the extent of the inconsistency.

### General Advice

You acknowledge and agree that the information and content on this website is provided as general advice only. We recommend you consult your own health professional for specific advice that is tailored to your circumstances. We exclude, to the extent permitted by law, any liability for any injury, loss or damage incurred by use of, or reliance on, the general advice contained on the Website.

### Intellectual property rights

All intellectual property, trademarks (whether registered or unregistered), images, illustrations, designs, icons, photographs, video clips, written material and other materials on this Website are the property of Body Mind Fit or its partners and is protected by Australian and international copyright laws. All other trademarks, registered trademarks, product names and company names or logos used on this Website are the property of their respective owners and have been licensed by Body Mind Fit for our use only.

Any unauthorised use of any content or materials on this Website is strictly prohibited and may violate copyright and trademark laws. Any use of the materials or content on this Website can be made only with the prior written and express authorisation of Body Mind Fit. For further information on how you may obtain the authorisation to use any materials or content on this Website, please contact us by using the contact details provided in these Terms and Conditions. Please note that Body Mind Fit reserves all of its rights in this regard.

### Your account

If you use this Website and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

We reserve the right, without notice or attendant liability, and in our sole discretion, to refuse service, terminate accounts, remove or edit content, to block or prevent future access to and use of our Website. If you register on the Website, you agree that any information you provide to us will be current, accurate and complete. Any notes, messages, posts, ideas, suggestions, or other material

which you submit to Body Mind Fit must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third parties and must not include any profanity, obscene, indecent, pornographic, defamatory, offensive or unlawful material.

If you post any content on this Website, you grant Body Mind Fit a non-exclusive, perpetual, irrevocable, world-wide, royalty-free licence to use, publish, reproduce and modify that content for any purpose. You warrant that you own the intellectual property rights in any content you post on this Website and that it does not infringe any third party's intellectual property rights.

Body Mind Fit will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Body Mind Fit or another party due to the unauthorised use of your account and/or password either with or without your knowledge. You agree to notify us immediately of any unauthorised use of your account and/or password(s), or other breach of security.

### **Electronic communications**

Body Mind Fit may offer a newsletter, or product or service information updates. By accepting these Terms and Conditions, you consent to us using your email address to send you Body Mind Fit newsletters or product or service information updates. We may also use your email address to send updates to you from time to time about changes to our products and services.

If requested by you, we will remove you from our mailing list in accordance with our Privacy Policy.

### **Warranties and limitations**

Body Mind Fit makes no guarantee, warranty, representation or promise of any health outcomes associated with your use of our Website. Body Mind Fit does not guarantee the accuracy or completeness of the Website or any information or Website content or that it is free of defects or viruses and we accept no responsibility for viruses and defects.

You agree that this Website is provided free of charge. The services provided on Body Mind Fit's Website may be interrupted during upgrade or maintenance activities, or for other circumstances beyond Body Mind Fit's control. We will use our reasonable endeavours to minimise any interruption to the services.

The Website is intended for use within Australia. Those who choose to access this site outside of Australia are responsible for compliance with local laws if applicable. Your use of any materials or information provided on this Website is entirely at your own risk. We assume no duty of care to you with respect to this Website.

### **Limitation of liability**

To the extent permitted by law and without limiting any non-excludable consumer rights you may have, Body Mind Fit will not be under any liability to you (or any of your officers, agents or employees) for direct, indirect or consequential loss or damage, or any other loss whatsoever, whether arising under contract, statute, tort (including negligence) or otherwise, in connection with this Website, or any use of or access to, or any inability to use or access, this Website.

You will hold Body Mind Fit harmless against any claims, loss, costs or other expenses (including legal costs) incurred by us in connection with your breach of these terms and conditions or any violation by you of any applicable law.

Where the law implies a warranty into these Website Terms and Conditions which may not be lawfully excluded, Body Mind Fit's liability for breach of such a warranty shall be limited to \$1.00AUD.

### **Third party links**

We may from time to time, publish links to third party websites. Linked sites are not under the control of Body Mind Fit. We are not responsible for, and does not control or approve, the contents or operation of any linked site. Your use of a linked site is subject to the terms and conditions of the linked site. Any personal information that you provide to a linked site will be subject to the privacy policy and practices (if any) of the operator of the linked site.

### **Indemnity**

You agree to defend, indemnify and hold harmless Body Mind Fit, our directors, employees, agents, and related parties from and against all claims, actions, demands, and liabilities, arising in connection with your use of the Website or your breach of any of these terms and conditions.

### **Applicable law**

By accessing, browsing or using this Website, you agree that any claim or dispute arising in connection with these Terms and Conditions, or your use of this Website, will be resolved in accordance with the law applying in the State of Queensland and under the exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

### **General Terms**

Entire agreement: These terms of use constitute the entire agreement between you and Body Mind Fit with respect to this Website and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website.

Reservation of rights: Any rights not expressly granted herein are reserved. The rights provided in these terms of use are cumulative and not exclusive of any other rights available in any other instrument or at law.

Waiver: Failure to exercise or delay in exercising, any right, power or remedy does not impair or operate as a waiver of any right, power or remedy. Any waiver is effective only to the extent that it is in writing.

Severability: If any part of these Terms and Conditions is prohibited, invalid, unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or effecting the validity or enforceability of that provision in any other jurisdiction.

### **Changes to these terms**

Body Mind Fit reserves the right to revise and update these Terms and Conditions by making any changes immediately without notice to you, except by publishing the amended Terms and Conditions on the Body Mind Fit Website. Your continued use of this Website after any changes to these Terms and Conditions will mean you accept those changes.

### **Contact Us**

If you have any questions about this Privacy Policy, please contact us by email at [brad@bodymindfit.au](mailto:brad@bodymindfit.au) by phone on 0420 442 212.

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