

the holistic road back™

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By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, “Us”, “Our” and “We” refers to **theholisticroadback.com.au** and “You” and “Your” refers to you, the client, visitor, website user or person using our website.

NO MEDICAL OR PERSONAL ADVICE

The information and any services we provide on and through this website is for general information purposes and is not a substitute for any professional or medical attention, treatment, examination, advice or diagnosis. It is not intended to provide a clinical diagnosis nor take the place of proper medical advice from a fully qualified medical practitioner. You are responsible for consulting a medical professional before using any of the information or materials contained on or accessed through our website or services and before commencing any new regimes, making alterations to your diet, trying any treatment, protocol or taking any course of action that may directly or indirectly affect your health or well-being.

You agree that some of our Services may involve health or other personal and well-being management discussions. The Services and information should not replace discussions with qualified suitable healthcare professionals where relevant to their condition and should not be used to diagnose or replace any professional treatment or management of any particular existing condition. All decisions about any treatment and management of any condition must be made with a relevant healthcare professional and you agree and acknowledge that any reliance on any information, discussions or recommendations that may arise during the sessions, is done at your own risk. In engaging our Services, you agree you are at all times responsible for your own physical health and emotional well-being. We recommend that any pre-existing condition be treated by a suitable medical professional and that any information provided by the Services is not to be relied on in substitution.

‘Services’ includes any materials, consulting, coaching, programs, modules, sessions, products and all goods and services either online or offline that may be accessed on or through our website from time to time.

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REFUNDS

We try to ensure our services are provided with due care and skill, and we at all times abide by the Australian Consumer Protection legislation with respect to any refund. Any other refund is done in accordance with our refund policy and in our sole discretion.

COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), our liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

It is an essential pre-condition to you using our website that you agree and accept that **theholisticroadback.com.au** is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

You must be over 18 years of age to use this website and to purchase or use any of our Services.

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We may, from time to time provide on the website, links to other websites, advertisements, recipes, wellness, diet and general information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between ourselves and the owners

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of those websites. We take no responsibility for any of the content found on the linked websites.

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Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

YOUR PRIVACY

At **theholisticroadback.com.au**, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Our secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data we collect is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

Third Parties

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to

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assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

Disclose Your Information

We may be required, in certain circumstances, to disclose information in good faith and where we are required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

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EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and our rights and obligations to each other.

JURISDICTION

This agreement and this website are subject to the laws of Victoria, Australia. If there is a dispute between you and **theholisticroadback.com.au** that results in litigation then you must submit to the exclusive jurisdiction of the courts of Victoria.