



Consumer T/AS EMPATHY FIRST AND LOSE YOUR MIND TERMS AND CONDITIONS

In these terms and conditions, "us", "we" or "our" means LEANNE BUTTERWORTH ABN 35 667 423 955. It is important to us that you understand these terms and conditions which relate to your use of www.empathyfirst.com.au and www.loseyourmind.com.au and the App (the "Site &/or App"). If you have any questions, please contact us via leanne@empathyfirst.com.au.

1) Agreement

- a) By accessing and using the Site &/or App, you agree to be bound by these terms and conditions, our Privacy Policy on www.empathyfirst.com.au and any other terms and conditions, notices and disclaimers displayed elsewhere on the site relating to your use of the Site &/or App ("Terms of Use").
- b) We may change the Terms of Use at any time. If we do, an amended version of the Terms of Use will be posted on the Site &/or App. You are responsible for ensuring that you regularly review the Terms of Use and your continued use of the Site &/or App after any changes are made to the Terms of Use will be deemed to constitute your acceptance of those changes. If you object to any changes to the Terms of Use, or otherwise become dissatisfied with your membership of the Site &/or App, your only remedy is to immediately discontinue your use of the Site and/or App

2) Service and features

- a) We will provide you with a quote for the products you request and this quote will include our service fees. The quote will remain valid for a period of 10 days from the date the quote is issued to you.
- b) To the extent permitted by the Australian Consumer Laws and any other relevant law, we do not warrant that the products or services will be fit for purpose or of a particular merchantable quality.
- c) We will maintain relevant insurances for any professional advice-related work and ensure all services are of a professional standard and performed in accordance with the instructions you provide which must be clear, accurate and complete.
- d) We do not facilitate refunds for change of mind or change of financial situation so please choose carefully.
- e) Further details and any additional terms and conditions relating to any future features and services (including pricing for any future chargeable services) will be made available on the Site &/or App. Any such additional terms and conditions form part of the Terms of Use.

- f) Should we choose in the future to implement a chargeable service or feature, we reserve the right to change the pricing for any chargeable service or feature on the Site &/or App at any time. If you are unhappy with a change of pricing, you are entitled to discontinue your use of the Site or terminate your membership in accordance with the Terms of Use.
- g) In the event of unusual activity, we reserve the right to temporarily or permanently suspend your account and contact you, or any other relevant third party to report such unusual activity.
- h) While we use reasonable endeavours to ensure that the Site &/or App are available 24 hours a day, we do not make any representations or warranties that your access will be uninterrupted or error free. Access to the Site &/or App may be suspended temporarily without notice in the case of system failure, maintenance or repair or any reason beyond our control.
- i) We reserve the right to change or discontinue any service or feature of the Site &/or App in whole or in part any time.
- j) Should you choose to transfer funds to an account nominated by us, please ensure that you call us to confirm the account details provided to you if you are transferring an amount over \$500 to as to minimize any incidents of hacking or fraud.

3) Subscriptions & Payment Plans

- a) a) Where we offer you a subscription now or in the future, you must ensure you have the financial means to meet the payments due under the subscription.
- b) You may terminate your subscription by cancelling the subscription in your profile at least 5 business days prior to the renewal of the subscription billing period.
- c) Where we offer you a payment plan now or in the future, although the payments will be deducted monthly, you will be liable for full payment of the original purchase price plus any fees and interest agreed when entering into the payment plan.
- d) For both subscriptions and payment plans, we reserve the right to charge dishonour fees and administration costs incurred where your payment cannot be processed, and interest at the default rate for commercial contracts as notified by the relevant State Law Society on overdue payments where you have a payment plan.

4) Use of the Site &/or App and prohibited activities

- a) You agree not to use the Site &/or App (or contact any other member of our Site &/or App) to:
 - i) defame, abuse, harass, stalk, threaten or otherwise offend others;

- ii) engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming;
 - iii) impersonate or create a profile for any person or entity;
 - iv) promote, or provide information about, illegal activities or conduct;
 - v) promote racism, bigotry, hatred, harassment or any kind of harm against any group or individual;
 - vi) exploit any person under the age of 18, or to solicit information from anyone under 18; or
 - vii) solicit money, passwords or personal information from any person.
- b) You also agree not to
- i) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Site &/or App;
 - ii) "frame" or "mirror" any part of the Site &/or App without our prior written authorization;
 - iii) use code or other devices containing any reference to the Site &/or App to direct other persons to any other web page;
 - iv) except and only to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site &/or App or cause any other person to do so.
- c) The Site &/or App are for the personal use of individual members only. Businesses, groups, organizations and companies are prohibited from registering as members. The Site &/or App must not be used for commercial endeavours, including advertising, selling or hiring products or services, collecting names and/or email addresses or sending unsolicited emails. Unauthorised framing / linking to the Site &/or App is prohibited.
- d) We have no obligation to monitor any member's use of our Site &/or App, however, we reserve the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or governmental request.

5) Online Payment

- a) We may provide a third-party payment facility service provider for you to pay for any services from us and you agree to operate in accordance with the terms of that payment gateway or facility.

- b) We will not store any of your financial data such as passwords or credit card numbers on our website or in our systems – if you provide such details to the third party payment facility service provider, they will be wholly responsible for appropriate storage of your data and you hold us harmless for any loss or damage you may suffer as a direct result of your use of that gateway or facility.
- c) We will use best endeavours to provide a third-party payment facility that is reasonably priced, secure and easy to use however we cannot warrant their services and we reserve the right to change the third-party payment facility service provider at any time with no notice to you.
- d) If you have an issue with the third-party payment facility, please make contact with us and we will assist where possible to have it resolved.

6) Intellectual property

- a) We own and retain all proprietary rights in and relating to the Site &/or App. Proprietary rights in and relating to the Site &/or App must not be used in any way without our prior written consent.
- b) You warrant that any Content that you post or transmit on the Site &/or App, or otherwise transmit to any other member of our Site &/or App by any other means, will not infringe the intellectual property rights of any third party.
- c) Subject to our obligations under Privacy Policy you grant us the right to use, reproduce, publish, store, modify or transmit, in any form or by any means, in whole or part, your Content for any purpose. You warrant that you have the right to grant us such rights.
- d) No person may use, reproduce, publish, store, modify or transmit, in any form or by any means, in whole or part, any Content posted or transmitted on our Site &/or App, or otherwise transmitted to any member of our Site &/or App, other than their own Content, without the express written permission of the relevant owner.
- e) If you believe that any Content has been posted or transmitted on the Site &/or App, or otherwise transmitted to any member of our Site &/or App by any other means, in violation of your rights, please send us an email via the Contact Us page.

7) External activities

- a) From time to time, we may promote, advertise, or sponsor functions, events, offers, products, services, competitions or other activities that may be conducted offline and may be conducted by third parties (External Activities).
- b) External Activities may be subject to separate terms and conditions.
- c) You acknowledge that you participate in any External Activities entirely at your own risk.

- d) In relation to External Activities conducted by any third party (even if such third party has been contracted by us or we are associated with such activity), we do not accept any liability for any loss, damage, cost or expense that you suffer or incur as a result of or in connection with your participation in such External Activities.
- e) In relation to External Activities conducted by us, to the maximum extent permitted by law, we exclude all implied representations and warranties which, but for the Terms of Use, might apply in relation to your participation in relation to such External Activities. To the extent that our liability cannot be excluded by law, our maximum liability to you will be limited to the amount paid by you (if any) for your participation in the event.

8) Third party websites and advertising

- a) From time to time, the Site &/or App may feature or display hyperlinks and pointers to websites operated by third parties. Such websites do not form part of the Site &/or App and are not under our control. We do not accept any responsibility for the contents of any such hyperlink or linked website. If you link to any third party websites you leave the Site &/or App entirely at your own risk.
- b) From time to time, the Site &/or App may also feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

9) Limitation of liability and indemnity

- a) You acknowledge that you use the Site &/or App at your own risk.
- b) You acknowledge that we are not responsible for, and accept no liability in relation to, your use of and conduct in connection with the Site &/or App, or any other members' or third party suppliers' use of or conduct in connection with the Site &/or App, in any circumstance.
- c) You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site &/or App, including any breach by you of the Terms of Use.
- d) To the maximum extent permitted by law, we exclude all implied representations and warranties which, but for the Terms of Use, might apply in relation to your use of the Site &/or App. In particular, we do not make any representations or warranties that the Site &/or App will be uninterrupted or error free. Nor do we make any representation or warranty about the likelihood of any outcomes of your use of the Site &/or App.
- e) To the extent that our liability cannot be excluded by law, our maximum liability to you will be limited to the total amount paid by you (if any) for any chargeable service or feature on the Site &/or App purchased by you during the term of your membership.

- f) In no circumstances will we be liable for any indirect, punitive or consequential loss or damages; loss of income, profits, goodwill, data, contracts, use of money; or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

10) Australian Consumer Law

- a) Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - i) to cancel your service contract with us; and
 - ii) to a refund for the unused portion, or to compensation for its reduced value.
- b) You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- c) If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

11) General

- a) No partnership, joint venture, employment, or agency relationship exists between you and us as a result of the Terms of Use or your use of the Site &/or App.
- b) The Terms of Use represent the entire agreement between you and us regarding your use of the Site &/or App.
- c) If any provision of the Terms of Use is held to be invalid, the remainder of the Terms of Use shall continue in full force and effect.
- d) You agree that the Terms of Use will be governed by the laws of Queensland.