

Trading Terms – Informed Health online Programs

1. Definitions

- 1.1 **'The Provider'** means Informed Health ABN 81 681 298 899, its successors, assigns and any person acting on behalf of the authority of the Provider.
- 1.2 **'Client'** means the person/s, Provider or unincorporated association availing of the services of the Provider.
- 1.3 **'Website'** means relevant online group of Facebook group and <https://informedhealth.com.au>
- 1.4 **'Service'** means any service supplied by the Provider to its clients as described on the Website such as providing e-books, recipes, meal plans, and downloadable information sheets on multiple health issues. Clients may also have the option to have extra individual consultations via Telehealth Video with the Provider for an additional fee.
- 1.5 **'Agreement'** means the terms agreed and accepted between the Provider and the Client.

2. Acceptance

- 2.1 Any instructions received from the Client by the Provider for the supply of Services and/or the Client's acceptance of Services supplied by the Provider shall constitute acceptance of the terms and conditions contained herein.
- 2.2 The Client taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client avails of the Service of the Provider.
- 2.3 These terms and conditions may only be amended with the Provider's consent in writing and it shall prevail to the extent of any inconsistency with any other document on agreement between the Client and the Provider.
- 2.4 These terms and conditions are meant to be read in conjunctions with the Terms and Conditions posted on the Website. If there are any inconsistencies between the two documents, then the terms and conditions contained in this document shall prevail.

3. Electronic Transactions Act 2000

- 3.1 Electronic signatures shall be deemed to be accepted by either party provided that it complies with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3.2 Electronic communication in the form of email is an accepted form of written communication for this agreement.

4. Price

4.1 The Provider's sole discretion and Price shall be as listed on the Website.

4.2 Time for payment for the Service being of the essence, the price will be payable by the Client at the time of purchase.

4.3 Payment shall be made upfront prior to the Client being able to access the Service. Payment may be made by electronic/on-line banking, credit card, or by other method as agreed to between the Client and the Provider.

4.4 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Provider an amount equal to any GST. The Client must pay for any supply by the Provider under this or any other agreement for the Services provided. The Client must pay GST, without deduction or set off any other amounts, at the same time and on the same basis as the Client pays the Price.

4.5 Unless otherwise indicated, further fees will apply for any individual Telehealth consultations with the Provider. These fees will be at the discretion of the Provider and provided to the Client prior to the Service being undertaken.

5. Delivery of Services

5.1 At the sole discretion of the Provider, delivery of the Services shall take place when services are delivered to the client, or the agreed works have been completed.

5.2 Any material received / downloaded by the Client must not be distributed to any third parties. Further, the Client must not share or provide their website password to any third parties to access the service. All downloadable material remains the copyrighted material of the Provider.

6. Refunds

The Provider practices a NO REFUND POLICY for all payments made by the Client. Exception to this clause may be provided to clients with the discretion of the Provider after thoroughly evaluating the circumstances of the client.

7. Disclaimer

All downloadable material the Client may retrieve from the Provider's service is information only, and the Client should seek professional advice prior to using.

8. General

- 8.1 The failure by the Provider to enforce any provisions of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Provider's right to subsequently enforce that provision. If any provisions of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 8.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales, the state in which the Provider has its principal place of business and are subject to the jurisdiction of the courts in that state.
- 8.3 The Provider shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out a breach by the Provider of these terms and conditions (alternatively the Provider's liability shall be limited to damages which under no circumstances shall exceed the Price of the Services).
- 8.4 The Provider may license or sub-contract of any of its rights and obligations without the Client's consent.
- 8.5 The Client agrees that the Provider may amend these terms and conditions at any time. If the Provider makes a change to these terms and conditions, then that change will take effect from the date which the Provider notifies that Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Provider to provide any Services to the client.
- 8.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 8.7 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
- 8.8 We make no warranties that services are fit for purpose.
- 8.9 We are not liable for any injury, death or other damage that arises during the delivery of the Service.
- 8.10 If any term in this agreement is found to be legally void, invalid or unenforceable this does not void the remaining terms of the agreement.
- 8.11 Any disagreement is to be attempted to be resolved by mediation at the Client's expense prior to legal proceedings being commenced.

9. Limitation of Liability

- 9.1 The Client hereby disclaim any right to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Provider and the Client acknowledges that the Services were availed relying solely upon the Client's skill and judgment.
- 9.2 Insofar as the Client, notwithstanding provisions of this clause, may have any claim for damages against the Provider, its servants or agents either on contract or in tort and whether arising from negligence or otherwise (it being the intention of this clause that no such damages may be recovered) the same shall be limited to an amount of Services actually paid by the Client in respect of that portion of the particular Services which gave rise to such claim.
- 9.3 To the maximum extent permitted by law the Provider gives no warranties, and shall have no liability to the Participant in relation to:
 - 9.3.1 Use or implementation of the Provider's services and products;
 - 9.3.2 Unsuitability of the services for any specific purpose;
 - 9.3.3. Any other liability relating to the services or outcomes from the services;
 - 9.3.4 The implementation of any advice contained in e-books, recipes, meal plans, and downloadable information sheets, referral, system or idea that the Provider may provide during, after, or as part of providing the program.
- 9.4 Neither the Provider, its employees nor contractors shall have any liability in relation to any indirect or consequential loss, relating to any of the training program provided.