

## **Terms & Conditions**

### **PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Exordium Health's relationship with you in relation to your use of this website.

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 Exordium Health and [www.exordiumhealth.org](http://www.exordiumhealth.org) and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

### **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 Exordium Health's rights and obligations to each other.

### **LIMITATION OF LIABILITY**

It is an essential pre-condition to you using our website that you agree and accept that Exordium Health 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.

### **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), Exordium Health's 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.

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

### **DELIVERY OF GOODS**

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in

transit or not received. Replacement of damaged or lost items is made at the discretion of Exordium Health.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

## **RETURNS AND REFUNDS**

Exordium Health handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 30 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly, and payment made by the same method that you made payment. All refunds are made at the discretion of Exordium Health.

## **LINKS TO OTHER WEBSITES**

Exordium Health may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Exordium Health and the owners of those websites. Exordium Health takes no responsibility for any of the content found on the linked websites.

Exordium Health's website may contain information or advertisements provided by third parties for which Exordium Health accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

## **DISCLAIMER**

To the fullest extent permitted by law, Exordium Health absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Exordium Health gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, always endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of Exordium Health to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. 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 Exordium Health, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Exordium Health respects the

privacy and confidentiality of the information provided by you and adheres 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. Exordium Health's secure server software encrypts all customer information before it is sent to us. Furthermore, all the customer data Exordium Health collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

### **THIRD PARTIES**

Exordium Health does 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 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**

Exordium Health may be required, in certain circumstances, to disclose information in good faith and where Exordium Health is 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.

### **COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE**

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. You are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

Exordium Health expressly reserves all copyright and trademark in all documents, information and materials on our website and we reserve the right to act against you if you breach any of these terms.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: you may print or download to a local hard disk extracts for your personal and non-commercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

### **WHOLE AGREEMENT**

These terms and conditions represent the whole agreement between you and Exordium Health concerning your use and access to Exordium Health's website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All

implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

#### **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.

#### **EDUCATION OR LIFECOACHING**

By using our services, you agree that Exordium Health is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold Exordium Health liable for any actions you take, nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by Exordium Health. All our information on both the website and in consultations is intended to assist you and does not in any way, nor is it intended to substitute professional, financial or legal advice. Results are not guaranteed, and Exordium Health takes no responsibility for your actions, choices or decisions.

#### **JURISDICTION**

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