



# Website Terms of Use and Conditions

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This website is owned and operated by Kate L Keast as THRIVE FROM INSIDE NUTRITION [ABN 94714577646] and is available at: <https://thrivefrominside.com.au/> and may be available through other addresses or channels.

If you have any questions or need further information, please contact:

Kate Keast at

Email: [hello@thrivefrominside.com](mailto:hello@thrivefrominside.com)

This document sets out the Terms and Conditions you need to be aware of when using this website or purchasing from me. Please take a moment to read it, as it sets out the terms of our relationship so that we may both benefit from clear boundaries and knowing what to expect from each other.

When you visit this website, our services or products, you agree that you are over the age of 18 and agree to be bound by terms of use and our Privacy Policy. If you don't agree, you should not continue to visit this website or purchase from me.

## **How we can change these Terms**

This document may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

In addition, if you are a client or course participant please review the client service or course agreement provided to you. If you are unsure where to find it please ask. If there is any inconsistency between this document and those specific terms of service, these Website Terms & Conditions are overruled to the extent of the inconsistency.

All products and services advertised on this website are offered in compliance with Australian Consumer Law.

### **Content Disclaimer**

On this website and social media accounts, I provide information about nutrition, health and wellness, fertility, recipes and provide details about my services (Content). The information provided is based on research and my professional knowledge. I take reasonable attempts to ensure this is accurate and up to date though, I make no assurances that it is and disclaim any legal obligations should anything be inaccurate, an error or incomplete at any time. I would appreciate it if you read something that does not seem accurate if you please contact me to discuss further.

The information and content provided on the Site are generalised and intended to provide a summary only. Is not intended to be a substitute for specific or individualised advice for you and your circumstances. It is subject to change without notice. This includes changing or deleting anything without prior notice. We do not undertake to keep our Site up-to-date and we are not liable if any Content is inaccurate or out-of-date. Do understand that a professional relationship to work together has not been established based upon your use of this website or its products and will only be formed once a client service agreement has been signed by both parties.

### **My Rights & Responsibilities**

I take a lot of care to provide valuable information but I cannot be responsible for the use that you make of that information. Please be aware that the generalised information I provide is not a substitute for specialist advice tailored to your circumstances. There is no professional relationship formed by your visit to my website unless you explicitly choose to work with me by purchasing my services or products.

Any testimonials or results I may display on this website are based on my experience and those of my previous clients. They are not a guarantee that anyone else will achieve the same results.

While I take all reasonable care to ensure that the information I provide is accurate, relevant and up to date, I make no guarantees in this regard and disclaim any legal liability for any inaccuracy, incompleteness or error. If you find something that seems problematic, it would be very helpful if you let me know.

I may modify the content provided on this website at any time, including altering or deleting it without notice. If you are a current member of a course or program or have been granted lifetime access to such content then any change in circumstances will be communicated to you in writing with a warning before its removed.

## **Visitor Responsibilities**

As a visitor to this Site you agree that you are responsible for your own individual decisions and for making your own informed choices about your safety, health and well-being. The information provided is generic and the content displayed is not a substitute for use as specialised or individualised advice. Ensure you obtain proper advice before acting upon or making any major decisions about your health or other life choices. It is recommended you arrange an individual assessment with a health professional who can address your individual needs.

As a user of my Site a user name and password may be created to access elements or certain features, if you are issued with a username and password you must keep those details confidential and you remain responsible for any misuse if these do not remain confidential

## **Downloads**

Any downloads available from this Site, paid or free are downloaded at your own risk. I do not take responsibility for any viruses or other damage which may occur due to downloading from this Site. While effort is made to ensure these are available safe to you and hassle-free, you are responsible for your internet and cyber safety protection. You are prohibited from copying information from this Site such as any content, wording, recipes, blogs, images or templates or worksheets.

## **External Links**

Any links to external sites may be displayed from time to time for the ease of the user. I take no responsibility for any content or information provided for these external sites as they are for readers extra education, information or entertainment only.

## **Third Party Advertisements**

Our Site may contain links to websites of affiliates or clients. Unless we tell you otherwise, I do not control, endorse or approve, and are not responsible for, the content on those websites. I do not explicitly endorse the products or services offered by them. While I believe they are trustworthy and reputable businesses, any relationship you enter into with them is done so at your own risk. I am not part of any transactions made and I recommend that you make your investigations as to their suitability for your circumstances and needs. If you find any broken links within the Site please let me know.

## **Disclaimer for Services and Products**

The terms and conditions provided here apply to all of the services and products offered, unless alternatives are agreed upon and stated. For those clients who request a consultation or

appointment, there is an additional client service agreement and informed consent document provided in the intake form and welcome pack which needs to be agreed upon before the first consultation.

This document does however apply to anything which is not outlined in those individual documents. The services and products which these apply to include any professional clinical nutritional consultations hosted online, in a clinic or a private space. Any health programs or workshops which are hosted in either a group or one on one person setting. On this Site, there are images, content in the form of blog posts, case stories, articles, general tips and educational material about healthy lifestyle choices and overall well-being. It is provided to deliver additional education around nutrition and a healthy lifestyle and or fertility, pregnancy or related care. Any products prescribed including any nutritional supplements or lifestyle educational material, recipes, worksheets, templates or similar are offered with the intention to assist your level of understanding around these topics. They are not intended to be a substitute for specific or individualised advice for you and your own circumstances. It is to support you and help you to grow your understanding of these topics. However, a professional relationship to work together has not been established based upon your use of this website or its products and will only be formed once a client service agreement has been signed by both parties.

Any testimonials, examples of results or cases that are displayed on this website are based on my experience and those of my previous and current clients. These are to demonstrate how different treatment plans are required for different individuals, and that it is vital to address someone's own individual requirements with a one on one treatment plan. They are in no way intended to be a guarantee for you or anyone else to achieve the same outcomes and are not provided as a diagnostic tool to treat any health concerns or issues.

### **Why Work with Me?**

I am a Bachelor qualified nutritionist and am an accredited member of The Australian Traditional-Medicine Society (ATMS).

I graduated from Torrens University with a Bachelor of Health Science, Clinical Nutrition and have also completed specialised Natural Fertility Education training. I am qualified to help clients all over Australia and New Zealand. I believe it is my responsibility to continue my professional education and to stay informed with further research materials and data. I have several professional memberships which help me achieve this as I strive to offer my clients the best level of care I am able within my scope of practice.

As part of my role, I provide individuals who work directly with me with strategies for treatment after assessing their individual state of health, own circumstances and considering their history. This information is provided to me during our correspondence and consultations, along with a review of any relevant health assessments and pathology testing made available to me and which I use my professional knowledge and experiences to assess. I am responsible for providing products such as practitioner only supplements and do so only after applying a great deal of consideration and thought. There are however no guarantees my recommendations will

achieve particular desired health outcomes as they are not my own products and are made and supplied by third parties.

### **Your Responsibility**

You take full responsibility for your implementation of any suggestions that I may make while providing my services. You understand that my advice is limited to providing you with options for your consideration and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major decisions or making significant changes. You agree to indemnify me against all consequences arising directly or indirectly from your choices.

### **Important Information**

Please be aware that although my own experiences, as well as researched knowledge, forms the basis of the content on this Site. I trust that you as an individual use your own judgement and common sense towards this information. As the information and educational material displayed is generalised it is not possible to consider all individuals own unique needs or unknown factors and therefore no guarantees are made. Please make these considerations when using this Site, the services and products. I strive to make sure it is kept accurate though can not ensure anything will be suited to you without having a one on one consultation and making sure the advice I provide is tailored for you. When we work together, you first complete the relevant forms for the service and you must provide accurate medical, personal details so that I can best assist you. This requires you to be honest and list details that are requested on the forms such as any previous medical conditions, medications or details relating to you or your family as well as details of your diet and current lifestyle. The more information you can provide to me the better I can assess this and make an accurate assessment on how to support you with achieving your own goals.

It is your responsibility to ensure that any new or updated information since your last visit or appointment is brought to my attention. This includes any change of circumstances, test results, diagnosis or similar such as if you become pregnant, try for a baby or begin a new medication. Likewise, you need to provide honest details about the prescribed medication or drugs or supplements you are using, self-prescribed or otherwise.

### **Limitations**

Please understand that my products and services are not to be mistaken for a substitute for individualised support (unless you attend an initial consultation with me one one one). The other material is not intended to be used as therapy or medical advice.

I do not make any guarantees or warranties about the accuracy of any material displayed on this website, with the exception of any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law. I am human and errors creep in despite the best of intentions. If you see something that doesn't seem right, please let me know.

While I make all reasonable efforts to ensure that this website and my services and products meet with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage arising out of or related to my website, any products or services purchased through it, or any material posted on it, irrespective of whether such damages were foreseeable, and regardless of the nature of the claim.

The Site's content is not to be misused and has been provided for generalised and educational use only. We trust you will not have any unrealistic expectations around what it is intended for. If you have any concerns or need any further clarification I strongly recommend that you please ask.

Any circumstances where you feel you need additional support which is outside of my scope of practice such as for mental health, trauma or any other situation. I recommend you seek advice from a registered health professional relating to that specialised field or to your doctor, who can offer support before making any major changes to your own health or lifestyle.

I am able to use my own discretion and decide if we perhaps are not a good fit to work together or to terminate our working relationship at any time. Please note that such a decision will not be taken lightly and is in no way intended to be a form of discrimination. If such a decision is made an alternative option or referral would be offered to you at your own expense. We are after all only humans and not everyone is meant to get along with everyone.

### **Limitation of Liability**

I take my obligations under Australian Consumer Law seriously and will do my best to assist with any issues should they arise. However, if there is a problem, my liability is strictly limited to a) replacing the goods or providing the services again or b) if I am unable to do so within a reasonable time, paying the cost of having the relevant goods or services supplied to you again.

You expressly agree that if this limitation of liability is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me for my products or services.

## **Minor Problems**

Although care is taken, minor problems to products and or services can arise. These might include faults or defects to an item, technological problems with digital services, and reactions to products purchased.

Although all due diligence is taken in providing high-quality products, in rare situations, an individual may experience a reaction to an item purchased through this website. If you experience any unusual symptoms or have any concerns at all, please take appropriate care for your own safety and consult an appropriately qualified health professional or seek assistance at your local emergency centre as soon as possible.

I will do all that I can to rectify any minor problems. Options for this include a refund for faulty items/services or a replacement.

## **Invitation to Discuss a Problem**

I welcome you to provide any feedback relating to any problem with your purchase or relating to my products or service. Please let me know within 48 hours of your purchase if this relates to any content or a download that should have been made available immediately and I will do my best to address anything which may have gone wrong. If this relates to a product that was delivered to you, please contact me within 7 days of purchase. I strive to provide a high level of service, however you are unhappy or not satisfied with what has been provided, please let me know so I can address your concerns and try to find a mutually acceptable solution.

## **Intellectual Property**

### **Copyright**

The content of this website and in all my courses, resources, eBooks, recipes, workshops and templates and similar are protected by copyright laws and treaties around the world, with all rights reserved.

You may store, print and display the publicly available content supplied solely for your own personal use.

If you are a student or member participating in my training, course content may be printed or downloaded to a local hard disk strictly for your personal and non-commercial use. Any course content contains my trade secrets that are offered exclusively to students and members. It is an essential condition of participation that you agree that you will not provide extracts of any course content to anyone else under any circumstances.

Commercial exploitation of my content in any way that competes with my business is strictly prohibited.

You are welcome to share blog posts or other publicly available content through social media, but you must provide a link back to this website.

You may link to my home page, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.

You may not without limitation, alter or modify any of the content of the Site.

### **Trademarks and Licenced Trademarks**

I own the registered and unregistered trademarks and logos and service marks displayed on this website, including Thrive from Inside Nutrition. These trademarks, whether registered or unregistered, may not be used in connection with any other product or service without a licence, or in any way that is likely to cause confusion in the marketplace, or in any manner that disparages me or my business.

As a certified practitioner of Nutrition, I am authorised to display my association's licensed trademark as in agreeance with the owner.

Unless explicitly stated to the contrary, all persons (including their names and images), third party trademarks and content, services and/or locations featured on this website are in no way associated, linked or affiliated with me and you should not rely on the existence of such a connection or affiliation. Any trademarks or names mentioned on this website remain the property of the respective trademark owners. Where a trademark or brand name is referred to, it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to me or this business.

### **Payment Terms**

#### **Forms of Payment**

Payment can be made using EFT transaction in the form of a direct bank deposit, or through my booking system which uses square.

If making a direct deposit a receipt will be provided via email after the funds are received and cleared in the nominated bank account.



## **Security Policy**

Card details used for payment on this website are processed through Square and are protected by encryption. I do not have access to individual account details. Any financial information you enter is stored under Square's security policy: <https://squareup.com/help/au/en/article/3796-privacy-and-security>

Additionally, any card details used for payment for bookings through my booking system, are also securely stored with encryption.

## **Payment terms**

Prepayment is required for consultations and any following appointments will be billed right after the consultation with immediate payment required. I do not invoice clients. If there is a problem with payment please advise me before our consultation time together so that we can discuss options prior.

## **Payment plans**

I offer payment plans at my own discretion. If one is required this must be agreed upon and formalised in writing before your purchase or use of service. They are for your convenience, to spread any owed funds out over time. You are still 100% responsible for paying the full amount, even if a change of mind occurs. It is your own responsibility to ensure you have the required funds to make the required payments on time. If for any reason a payment is missed or late by more than 48 hours, I have the right to remove or refuse access to any services, content or programs. If your payment is more than three days overdue and you have not made contact to advise of any change of arrangements, your payment plan will be cancelled and an invoice for the remaining amount will be issued with my normal payment terms applied.

## **Delivery and Shipping**

Any workbooks or packages available for download will be made available to you instantly once you complete payment via the website.

For any postage within Australia, a flat rate shipping is provided and calculated according to Australia Post. Products are safely packaged and sent via courier (Australia Post or similar according to location). Please note we are not responsible for the time of deliveries once they leave our hands. The average postage time is 3-7 business days for standard shipping and 1-3 days for express postage. These timings are a guide only and are not guaranteed as delivery time is dependent on the courier. All packages are tracked and insured. You will be updated on delivery via email. If a phone number is provided on checkout, this will be added to postage details. If there is a problem with shipping, a refund for the item will be happily provided once the dispute has been settled with the courier responsible. The refund will be deposited directly into your bank account, and we will be in touch to organise this at the first sign of there being a

disruption or problem with your package delivery. If you suspect that there is a problem with your delivery, please let us know ASAP so we can sort it out for you.

### **Appointment Policies**

All appointments or consultations are held via Zoom, in the client management portal or on a telephone. A prior booking is needed and can be made via the website or by contacting me directly. The cancellation policy is provided to you as part of your welcome pack and intake forms before your initial consultation and outlines the terms for rescheduling, cancellations or any missed appointments.

For any online appointments, details on how to download and prepare for our Zoom call will be provided in your welcome pack. Please follow the instructions and the link provided to access the call. I suggest giving yourself an additional 15-20 minutes to prepare for your call before the scheduled appointment time. If there are any issues you can always reach me via email, however, do understand that I am not frequently checking these while I am with other clients or on other appointment calls. I will respond to you when I am able. If for any reason I am unable to keep an appointment with you. I will endeavour to provide as much notice as possible and offer an option to reschedule.

### **Refund Policy**

#### **Change of mind**

I do not offer a refund if you change your mind, so you are encouraged to consider carefully whether a purchase is right for you before you make your payment. If you have any concerns please contact me to discuss your purchase before deciding.

#### **Order Forefillment Policy**

If a product is no longer available, and therefore unable to be shipped to you, or the order is unable to be fulfilled in a reasonable time, you will be contacted with the option of receiving a full refund or credit to be used in the next three months.

#### **Replacement Products**

If it is agreed that a replacement product is required, this will be sent out as soon as possible, on receipt of or evidence of damage to the original item being replaced. Evidence required may be in the form of a photo if something is damaged or in some cases need to be returned via post if appears as faulty so I can inspect. Any costs of postage for the return of the item will be reimbursed to you after my inspection is complete and proof of purchase has been established. If the original item is not faulty, the costs of shipping will fall to you.

### **Cancel ongoing Supply**

You have the right to cancel a contract for services or ongoing supply of a product at any time, this can be done so verbally or in writing. In this instance, where products or services have not been provided in their entirety, a partial refund will be provided (the amount is at my discretion and is not for change of mind). This will be calculated according to your subscription or membership plan, and the monthly fees outlined.

### **Respectful Communication**

I reserve the right to delete any comments on the Site or social media accounts which is rude, offensive or which I deem to be unacceptable. Keep it polite and play nicely, please

As I sometimes work from home there can from time to time be occasional interruptions. I pride myself on running a professional business, though sometimes things occur which are outside of my control. If this is ever a problem please let me know beforehand and I will consider alternative arrangements.

### **Responsible engagement**

As a visitor to the Site, there are things you can not do and things you need to be aware of before engaging on the Site.

When you use the Site, we expect you to abide by a clear standard of behaviour. You must not do or attempt to do anything unlawful, which is prohibited by any laws applicable to our Site, which we would consider inappropriate or which might bring us or our Site into disrepute. This includes (without limitation):

1. anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
2. using our Site to defame, harass, threaten, menace or offend any person;
3. interfering with any user using our Site;
4. tampering with or modifying our Site;
5. knowingly transmitting viruses or other disabling features or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
6. using our Site to send unsolicited email messages; or
7. facilitating or assisting a third party to do any of the above.
8. you can only post reviews for products for which you have proof of purchase.

9. we request that we are contacted before leaving any negative feedback on the Site or blog.

### **Third Party Content**

Please be aware that I am in no way responsible for any comments made by clients, members of the public or anyone other than myself. Individual opinions remain just that individual and do not reflect my own views or beliefs. I have the right to delete any content I consider inappropriate at any time.

### **Dispute Resolution & Jurisdiction**

#### **Negotiation**

If you have any concerns, issues or complaints arising out of your use of this website, my products or services, or these terms and conditions, let's communicate with the intention of making a genuine effort to seek a win/win solution, trying to resolve the dispute through negotiation and discussion.

#### **Mediation**

“We” below refers to everyone involved in the dispute.

If the dispute cannot be resolved by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not both in Queensland, Australia. The mediator is to be appointed by agreement between us or, failing agreement within twenty-one (21) days of the first notification of the dispute, the person initiating the dispute will seek the appointment of a dispute resolution professional by the Resolution Institute: <https://www.resolution.institute/resolving-disputes/get-a-professional>. The Resolution Institute Mediation Rules shall apply to the mediation and we agree to share the costs of mediation equally between us. We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

#### **Non-Disparagement**

If a dispute arises, we all agree that we will not engage in any public discussion about the issues, we will behave politely towards each other, and we will avoid any conduct or communication which might reasonably be expected to unreasonably interfere with any other person's business or personal interests.

### **Jurisdiction**

This agreement is subject to the governing law of Queensland. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the Courts of Queensland, and the Commonwealth of Australia, will have exclusive jurisdiction.