
TERMS AND CONDITIONS

This is an agreement between you and Phoebe Rogers (ABN 14311559119) of Suite 5, 35-37 Perouse Rd, Randwick 2031, NSW, Australia ("we", "us" and "our"). The terms, conditions, notices and disclaimers contained in this agreement govern your purchase and use of our products and services, including online courses and materials ("Services"). You should read this document in its entirety because all the terms are important. By clicking an acceptance button and/or making a purchase from www.therelationshipspace.com.au (the "Website"), you are agreeing to the terms and conditions of this agreement.

1. Orders and payments

- a. Our prices are listed in Australian dollars and are inclusive of GST.
- b. Payments for Services are required in advance.
- c. Payments are processed by our third-party payment processors. When making a payment you agree that you have read, understood and agree to be bound by the terms and conditions of the third-party payment processor. The terms and conditions are available on their respective websites.

2. Accessing the Services

- a. Our Services include the provision of digital information, materials, advice and content, which may be in the format of writing, video, webinar, podcast or other digital media (the "Material").
- b. Our obligation to you with regards to the supply of the Services is fulfilled when the Material comprising the Services you have ordered are downloaded by you. It is your responsibility not to lose, destroy or damage the Material once downloaded.
- c. We reserve the right to update, change, remove or disable access to any Material comprising a part of the Services at any time, in good faith, with reasonable prior notice. If the change to the Material materially reduces your rights, you may be entitled to a pro rata refund based on the extent of the reduction of your rights.
- d. Material may not be available for re-download if it is no longer offered as part of our Services.
- e. If you experience any technical issues with download of the Material please contact customer services at: progers@therapist.net

3. Refund and cancellation policy

- a. Once you have downloaded the Material, we are not able to offer you a refund if you change your mind. This is because you will have already had access to the Material which we have developed with the investment of significant time and expense.
- b. All other requests for refunds will be considered on a case-by-case basis and determined at our sole discretion.
- c. This policy does not limit your rights under the Australian Consumer Law.

4. Disclaimers

a. Medical

All Material is provided for information and educational purposes only. You agree that you will not use the Material as a substitute for medical advice, diagnosis or treatment from a medical practitioner or appropriate allied health practitioner

("Practitioner"). You should always seek the opinion of a Practitioner regarding any medical or health questions or concerns you have. Do not disregard the opinion of a Practitioner or delay seeking treatment as a result of anything in the Material. We recommend that you consult with a Practitioner regarding whether any of the techniques, methods, teachings, or services referred to in the Material are suitable for you, having regard to your own individual circumstances.

b. Descriptions

We describe our Services as accurately as possible on the Website and other media, however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission. Images are provided for illustrative purposes only.

c. Third Parties

We may engage third parties (each a "Third Party") to provide some services in connection with our Services, for example: hosting of courses and materials. We cannot be held responsible for the actions, errors or omissions of any Third Party, including any loss, property damage or injury caused by any Third Party. To the extent permitted by law, you surrender any rights to any cause of action against us arising out of the acts or omissions of any Third Party.

5. Intellectual Property

You acknowledge that the Material is subject to copyright and other intellectual property rights ("Intellectual Property Rights"). All right, title and interest in the Material is owned and retained by us (or our licensors) and, except as provided in this agreement, nothing we or you do in relation to the Material will transfer any Intellectual Property Rights to you. When purchasing our Services, you acquire a license to access the Material. The Material is for your personal use only and must not be commercially exploited by you. You must not use, copy or adapt any of the Material in a way that suggests it was created by you. Without limiting the foregoing, you agree not to reproduce, copy, share, sell, resell, publish, or exploit for any purposes any aspect of the Material without our written consent. You agree that we may take urgent injunctive action against you should you breach our Intellectual Property Rights.

6. Limitation of Liability

- a.** Nothing in this agreement limits or excludes our liability:
 - i. for death or personal injury caused by our negligence or wilful misconduct or that of our employees, as applicable;
 - ii. for fraud or fraudulent misrepresentation by us or our employees, as applicable; or
 - iii. where liability cannot be limited or excluded by applicable law.
- b.** Subject to clause 6.a, and to the maximum extent permitted by law, our maximum aggregate liability to you for all claims under or relating to this agreement, whether in contract, tort (including negligence), in equity, under statute or on any other basis, is limited to AUD\$100, or the amounts paid by you for the applicable Services, whichever is the greater amount.
- c.** Subject to clause 6.a, and to the maximum extent permitted by law, we are not liable for special, indirect or consequential loss arising under of in connection with this agreement, including loss of profits, loss of revenue, loss of or damage to goodwill, loss of anticipated savings, loss of business opportunity, loss of reputation or loss of use or corruption of software, data or information. Our

liability to you is reduced to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

- d. Nothing in this agreement is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL), or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of services.
- e. If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, our total liability to you for that failure is limited to, at our option, the resupply of the Services or the payment of the cost of resupply.

7. Privacy Notice

- a. We will use any personal information you provide to us to:
 - i. provide the Services;
 - ii. process your payment for the Services; and
 - iii. inform you about similar products or services that we provide, but you may stop receiving this information at any time by contacting us.
- b. The information we collect from you includes your name, email address, payment card type and Services purchased. We do not collect or store payment card details other than type of card.
- c. We do not store or transfer your personal information outside of Australia.
- d. We may disclose your personal information for the purposes described in clause 7.a, to our service providers and consultants acting on our behalf.
- e. You can request access to and correction of your personal information by contacting us at: progers@therapist.net

8. Termination

- a. Without affecting any of our other rights, we may suspend the provision of the Services and your access to the Material, or terminate this agreement with immediate effect by giving written notice to you if you commit a material breach of any term of this agreement and that breach is irremediable or (if that breach is remediable) you fail to remedy that breach within a period of 14 days after being notified in writing to do so.
- b. Termination of this agreement does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of this agreement that existed at or before the date of termination.
- c. Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

9. General

- a. This agreement is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in this agreement.
- b. This agreement is between you and us. No other person has any rights to enforce any of its terms.

- c.** Neither we nor you will be liable for any delay in performing an obligation under this agreement, if such delay is caused by circumstances beyond our or your reasonable control.
- d.** If any part of this agreement is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- e.** This agreement is governed by the laws of New South Wales, Australia, and we and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- f.** We and you agree that we may communicate with each other electronically, including by sending electronic notices.
- g.** A party must not commence court or arbitration proceedings in relation to a dispute arising under this agreement, unless that party has first participated in good faith in a mediation of the dispute, conducted by The Resolution Institute, under the Resolution Institute Mediation Rules.

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