

## **TERMS AND CONDITIONS OF USE.**

### **Preamble**

We have taken every effort to design our site to be useful, informative, ethical, credible, helpful and honest. Please let us know if you'd like to see any improvements or changes that would make it even easier for you to find the information you need and want. As with any commercial relationship, there is a serious side and we ask that you review carefully the terms and conditions set out below as these will govern our relationship.

### **Consent to Terms and Conditions**

These terms and conditions govern your access to our website and the use of any information and or services offered by us through the website. By accessing and using the information you agree to the terms and conditions stated herein under.

Additionally, if you acquire from us a specific service, that service may have applicable terms and conditions. In the event of any inconsistency between these terms and conditions and the product specific terms and conditions, the product specific terms and conditions will prevail.

These terms and conditions form the entire agreement between you, the user and us and do not require your signature to be enforceable. They will continue to apply for as long as you use our website.

We reserve the right to make any modifications that we deem necessary to the site or to the content displayed on the site at any time and without notice. It is therefore important that you continually review the site and update your knowledge with new information displayed. Your continued use of the site means that you also accept those changes.

## **Restrictions on Use of Our Online Materials.**

We own the intellectual property and any intellectual property right in all Online Materials on the site, including, without limitation, text, software, names, logos, trademarks, service marks, trade names, images, photos, illustrations, audio clips, video clips, and music. This includes copyright, trade mark, design and any moral rights to use these materials.

We grant you a personal non-transferable royalty free licence to use any downloads from the site, software, files, images incorporated in or generated by the software and all data accompanying such materials. You may use such materials from the site solely for your personal, non-commercial home use only.

All usage rights are owned and controlled by you, the client, and you may download online materials for non-commercial, personal use only provided you:

- 1) retain all copyright, trademark and propriety notices;
- 2) you make no modifications to the materials;
- 3) you do not use the materials in a manner that suggests an association with any of our products, services, events or brands; and
- 4) you do not download quantities of materials to a database, server, or personal computer for reuse for commercial purposes.

You may not copy, reproduce, republish, upload, post, transmit or distribute any online materials in any way or for any other purpose unless you get our express written permission first. Neither may you add, delete, distort or misrepresent any content on the site. Any attempts to modify any online material, or to defeat or circumvent our security features is prohibited.

## **Submitting Your Material to Us.**

All remarks, suggestions, ideas, graphics, comments or other information that you send to through our site or Facebook page or mention in a Teleseminar, Teleclass or other Event conducted by us (other than information we promise to protect under our Privacy Policy) becomes and remains our property.

That means that we don't have to treat any such submission as confidential. You waive any right to claim intellectual property or to claim against us for using ideas you submit and/or share. If we use them, or anything like them, we do not have to compensate you in anyway or anyone else for them. We will have the exclusive ownership of all present and future rights to submissions of any kind. We can use them for any purpose we deem appropriate to our Mission, as stated on our website, without compensating you or anyone else for them.

You acknowledge that you are responsible for any submission you make. This means that you are solely responsible and liable for any content you submit to us including its legality, reliability, appropriateness, originality and copyright.

## **Limitation of Liability.**

We created the content on our website using our experience and what we consider is relevant content to users but we did not take individual circumstances into account. Whilst the content was created with all due diligence and care, it cannot be relied on as personal advice.

To the extent permissible under Australian Consumer Law (Schedule 2 of the Australian Competition and Consumer Act 2010), and subject to any implied warranties that are incapable of being excluded under the law, we exclude all warranties in relation to the content provided on the site.

If liability is imposed on us, our maximum liability to you for all losses, damages, injuries, and claims of any and every kind (whether personal, economic, direct and or indirect or consequential caused under contract or tort) will not exceed the greater of;

- a. the amount you paid us to access our site; or
- b. the resupply of the services and or content on the website,

### **Termination of Access to the Site. .**

If we suspect that our intellectual property is improperly used, we reserve the right to immediately and without notice block any access to our site and or restrict the use of content from our site in any way or manner we deem appropriate. We may do any of the above without any prior notice to users of the site.

If you no longer wish to use the content from the site, you undertake to destroy any information you downloading from the site and maintain its confidentiality.

The discontinuation of access to the site does not affect in any way your obligation to protect our intellectual property and your obligation continues indefinitely or until such time as the intellectual property is no longer protected by law.

The website may be down, from time to time, for maintenance purposes. Whilst we will endeavour to maintain the website so that the down time causes minimum interruptions, the time table and demand for maintenance may vary from time to time and at any time at our discretion.

## **Jurisdiction.**

If you use our site from locations outside of Australia and the United States, you are responsible for compliance with any applicable local laws. This agreement is governed by the law applicable in the State of Victoria and the parties submit to the exclusive jurisdiction of that State and any courts taking appeals from those courts.

## **Dispute Resolution.**

If a dispute arises under this agreement, whereby we have been unable to arrive at a mutually agreeable resolution, we may agree to first try to resolve it with the help of a mutually agreed-upon mediator. Any costs and fees other than legal fees associated with the mediation will be shared equally by each of us.

We may modify these Terms and Conditions, and the agreement they create, at any time, simply by updating this posting and without notice to you.

## **Estimated Postage Times and Costs.**

Postage (Australia wide only) is free for all products and/or services ordered via our site.

All orders are processed and despatched within 3 business days. Within Australia, estimated delivery time is usually within 4 – 8 business days depending on Australia Post and its revised 2016 delivery time table. Deliveries of orders for countries outside of Australia will vary and can be up to 15 business days from your order being despatched.

You may be charged a local additional charge for duty or import costs. Please check with your local authorities. We are not responsible for these charges.

We currently post worldwide. If you wish to arrange additional security measures such as overnight/express delivery and insurance, please contact us to arrange this.

### **Product Replacement Policy & Cost and Guarantee.**

All products are guaranteed against technical defects, that is if you purchased content through any medium, we guarantee that the medium is operational. We will happily replace any products found to be defective for up to 60 days after you have received them. Please ensure you listen/read/watch any CDs, DVDs and/or books thoroughly within this time. There will be no replacement after this time and no refunds given for products that are found to be defective.

All Teleclasses and digital downloads carry a 30 day money back satisfaction guarantee following the completion of the Teleclass and 30 days after receiving your digital download. If you are not altogether satisfied with the quality of the information, please contact our office at [info@fionajlindsay.com](mailto:info@fionajlindsay.com) to request a full refund.

All coaching services and events are able to be cancelled. Please refer to our "Cancellation Policy" which can be found on our website. The legal responsibility is on you to ensure you comply with all agreements and policies.

We know by listening, reading or attending and then **APPLYING** the knowledge that is shared within our products, services, programs, trainings and events that you have the power to live a life beyond anything you could previously imagine. However the responsibility is on YOU. You must do more than just learn, you must make the decision to apply all you learn.

We look forward to hearing YOUR success story!