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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 **wellnessbysean.com**'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 **wellnessbysean.com** and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

NO HEALTH, MEDICAL OR PERSONAL ADVICE

The information and any services we provide on and through this website is for general information purposes and is not a substitute for any professional or medical attention, treatment, examination, advice or diagnosis. It is not intended to provide a clinical diagnosis nor take the place of proper medical advice from a fully qualified medical practitioner. You are responsible for consulting a professional before using any of the information or materials contained on or accessed through our website, before commencing any new regimes, trying any treatment, technique or taking any course of action that may directly or indirectly affect your health or well-being.

You agree that some of our Services may involve health or other personal and well-being management discussions. The Services and information should not replace discussions with qualified suitable healthcare professionals where relevant to your condition and should not be used to diagnose or replace any professional treatment or management of any particular existing condition. All decisions about any treatment and management of any condition must be made with a relevant healthcare professional and you agree and acknowledge that any reliance on any information, discussions or recommendations that may arise during the sessions, is done at your own risk. In engaging our Services, you agree you are at all times responsible for your own physical health and emotional well-being and that of any underage minor for whom you act as a guardian. We recommend that any pre-existing medical or health condition be treated by a suitable medical professional and that any information provided by the Services is not to be relied on in substitution.

'Services' includes any online materials, consulting, coaching, programs, sessions, products and all goods and services that may be accessed on or through our website from time to time.

You take full responsibility and risk for making any decision based on information on our website or in using our Services. You hereby agree to irrevocably release and waive any claims you may have now or in the future against us and we take no responsibility or liability whatsoever for any loss, damage or injury that may arise

from any person acting on any statement or information contained on this website and all such liabilities are expressly disclaimed.

REFUNDS

We try to ensure our Services are provided with due care and skill, and we at all times abide by the Australian Consumer Protection legislation with respect to all refunds.

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), **wellnessbysean.com's** liability for any breach of a term of these terms 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.

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

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

LINKS TO OTHER WEBSITES

Wellnessbysean.com may from time to time provide on the website, links to other websites, advertisements, recipes, wellness, diet and general information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between **wellnessbysean.com** and the owners of those websites. We take no responsibility for any of the content found on the linked websites.

Our website may contain information or advertisements provided by third parties for which we accept 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.

GENERAL

To the fullest extent permitted by law, we absolutely disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. We give 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, at all times 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.

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 **wellnessbysean.com**, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect 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 to **info@wellnessbysean.com**. All information we receive from our customers, is protected by our secure servers. Our secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data we collect is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

Third Parties

We do 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

We may be required, in certain circumstances, to disclose information in good faith and where **wellnessbysean.com** 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.

EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of **wellnessbysean.com**. We expressly exclude and do not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then we will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. We reserve the right to exclude and deny any person access to our website, services or information in our sole discretion.

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WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and **wellnessbysean.com** concerning your use and access to our 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.

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 our rights and obligations to each other.

JURISDICTION

This agreement and this website are subject to the laws of New South Wales and Australia. If there is a dispute between you and **wellnessbysean.com** that results in litigation then you must submit to the exclusive jurisdiction of the courts of New South Wales.