

# TERMS & CONDITIONS

**BY USING THE HUB, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS AS OUTLINED BELOW.**

## OVERVIEW

The terms “we,” “us,” and “our” refer to Wellness Designs Pty Ltd, ABN 92 608 114 521 (“Wellness Designs”). The term the “site” refers to our website/membership platform located at [www.wellnesswiseacademy.com.au/hub](http://www.wellnesswiseacademy.com.au/hub) (the “Hub”). The terms “user,” “you,” and “your” refer to site visitors, customers, members and any other users of the site.

## SERVICE

The Hub is a membership site for online training, courses, resources and other content relating to planning, developing, implementing, evaluating and sustaining a workplace health and wellness strategy (the “**Service**”).

Use of the Service, including all materials presented herein and all online services provided by Wellness Designs, is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Hub, you agree to these Terms and Conditions, without modification, and acknowledge reading them. If you disagree with any part of the terms then you do not have permission to access the Service.

Parties agree that the Service is in the nature of education. The scope of services provided by Wellness Designs according to this Agreement are limited to those listed on the Hub. Wellness Designs reserves the right to substitute services equal to or comparable to the Services listed if the need arises, without prior notice.

## USE OF THE SITE AND SERVICE

To access or use the Hub, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Hub. Information provided on the Hub and in the Service related to membership sites and other information are subject to change. Wellness Designs makes no representation or warranty that the information provided, regardless of its source (the “**Content**”), is accurate, complete, reliable, current, or error-free. Wellness Designs disclaims all liability for any inaccuracy, error, or incompleteness in the Content.

## SERVICE DESCRIPTION

We endeavour to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Hub is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

## PURCHASING AND PAYMENT

You agree to pay the purchase price of the Service that is advertised on the Wellness Designs website when you place an order for the product or service. Prices are in Australian Dollars and include GST. Payment can be made via credit card at the time of registration or within seven day of an invoice being issued.



Payment for the Service will automatically renew on a monthly or annual basis, as specified by you on registration. With the exception of the 30 day money-back guarantee period (see below), no refunds or credits will be provided. You agree that you will not attempt to pay for the Service through fraudulent or unlawful means. Your access to the Hub will be cancelled if payment cannot be processed for any reason.

## ORDER CONFIRMATION

We will email you to confirm the placement of your order and with details concerning product delivery and ongoing payments. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

## CANCELLATIONS & REFUNDS

We offer a 30 day money back guarantee should you be unhappy with the Service in your first month of membership. The 30 day refund period only applies to your first subscription and cannot be used more than once. To request a refund please email [info@wellnessdesigns.com.au](mailto:info@wellnessdesigns.com.au). You may also cancel your monthly subscription at any time via your account page, but refunds will not be made for any membership fees already paid, excluding the 30 day money back guarantee as stated above.

Once you cancel you will no longer have access to the Hub, including all content and community resources, once your current membership period is completed.

***It is entirely your responsibility to ensure that you cancel your account in good time should you no longer require the Hub and do not wish to be billed further.***

## PAUSING MEMBERSHIP

You are entitled to pause your membership to the Hub for a minimum of 28 days and maximum of 365 days, once every 12 months.

You will not have access to the Hub, including all content and community resources, whilst your membership is paused.

To request to pause your membership please email [info@wellnessdesigns.com.au](mailto:info@wellnessdesigns.com.au)

Monthly or annual membership fees will not be processed for the duration of the suspension in membership.

## ACCOUNT CREATION

In order to use the Service, you will be required to provide information about yourself including your name, email address, username and password, and other personal information. Your personal information will be used in accordance with the Wellness Designs' Privacy Policy. You agree that any registration information you give to Wellness Designs will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorised purpose. You must not, in the use of the Service, violate any laws in your jurisdiction. It is your responsibility to keep your password safe and not provide your password or account details to others.

## LAWFUL PURPOSES

You must use the Hub and Service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Hub. You agree to use the Hub and to purchase Services or products through the Hub for legitimate, non-commercial



purposes only. You shall not post or transmit through the Hub any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

## **REFUSAL OF SERVICE**

The Services are offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Hub or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

## **DURATION OF AGREEMENT**

Once confirmed, we will provide you access to the purchased Service. You agree and understand that access to the Service may at times be influenced and affected by third parties that we use to provide the Service (web hosting, membership site plugins, etc.). You agree and understand that no breach of contract action may be initiated against Wellness Designs when there are reasonable delays in the access of the Service.

Wellness Designs reserves the right to terminate the Service, and or access to certain features of the Service, with or without prior notice to you. We will make reasonable efforts to provide notice but is not required to do so under the terms of this agreement.

Lifetime Access is for the lifetime of the Hub. If for any reason, Wellness Designs should dissolve or cease to exist, then your access to the Hub terminates.

## **TERMINATION**

You may terminate your Hub membership at any time by closing your account or ceasing to use the Service. In such event, you will not be entitled to any refund of any fees that you have paid prior to you ceasing to use the Service.

Wellness Designs reserves the right in its sole discretion to terminate or suspend your access to the Service or your membership at any time, for any reason, and without warning, which may result in the forfeiture and destruction of all information associated with your membership. Wellness Designs may also terminate or suspend any and all Services immediately, without prior notice or liability, if you breach any of the terms or conditions of this agreement. Upon termination of your account, your right to use the Services, access the Hub and any Content will immediately cease.

## **MATERIAL YOU SUBMIT TO THE HUB**

You shall not upload, post or otherwise make available on the Hub any artwork, photos, or other materials (collectively "Materials") protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to the Hub, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.



As a feature of the Service, Wellness Designs may provide access to a community or social media platforms in conjunction with the Service. Wellness Designs is not required to provide a community platform, and has complete discretion with regards to the platform, and the nature of the interaction, dependent on the Service.

You agree that your use of these community and social media platforms is a privilege and Wellness Designs may limit or deny access to these platforms for misconduct that includes but is not limited to being inappropriate, rude, violent, or threatening. Wellness Designs will make reasonable efforts to provide notice to you with regards to inappropriate or unapproved content that you have placed within the voluntarily provided community and social media platform. Wellness Designs is not required to provide notice, and reserves all rights to take immediate and appropriate action to protect the Wellness Designs' brand and image integrity.

## **INTELLECTUAL PROPERTY RIGHTS TO YOUR MATERIALS**

We claim no intellectual property rights over the material you supply to Wellness Designs. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Hub or Service. Content you submit to Wellness Designs remains yours to the extent that you have any legal claims therein. You agree to hold Wellness Designs harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material on the Hub, you grant us a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

You consent to recordings being made of calls or webinars provided as part of the Service. You consent to your name, words, voice, and likeness being used by Wellness Designs for promotional, business development, and marketing purposes, without compensation to you. We will make reasonable effort to secure your written permission before using and distributing recordings, print materials, audio, or visual representations that refer to you.

## **OUR INTELLECTUAL PROPERTY**

The Hub and Service contain intellectual property owned by Wellness Designs, including trademarks, copyrights, proprietary information, and other intellectual property. Wellness Designs' copyrighted and original materials are provided to you as part of the Service for your individual use only and a single-user license. All intellectual property, including Wellness Designs' copyrighted materials shall remain the sole property of Wellness Designs. No license to sell or distribute our materials is granted or implied.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Hub or Service Content or intellectual property, in whole or in part, without our prior written consent. This includes but is not limited to sharing material with others, posting excerpts of material on any social media, blogging about the material, or in any other way that would reasonably appear to share the Hub or Service's information with a non-member. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

## **CHANGED TERMS**

We may at any time amend these Terms and Conditions, including changes to subscription fees and charges. Such amendments are effective immediately upon notice to you by us posting the new



Terms and Conditions on this Hub. Any use of the Hub or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Hub and Service, including these Terms and Conditions, at any time. We will post the most recent versions to the Hub and list the effective dates on the pages of our Terms and Conditions.

## LIMITATION OF LIABILITY

Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:

- to cancel your Service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value

You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

Compensation for loss or damage suffered or incurred by a user is limited to the user's payments made to Wellness Designs in the six months preceding the event giving rise to the liability.

## THIRD PARTY LINKS & RESOURCES

The Hub and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Wellness Designs. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Hub or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defence without our prior written consent.

## JURISDICTION

This agreement is governed by the laws of Queensland and the parties submit exclusively to the courts of that jurisdiction.

## DISPUTE RESOLUTION

### 1 General

If a dispute arises out of or relates to this Agreement, including any dispute as to breach or termination of the Agreement or as to any claim in tort, in equity or pursuant to any statute, neither party may commence any court or arbitration proceedings relating to the dispute unless they have complied with this clause except where they seek urgent interlocutory relief.

### 2 Notice specifying the nature of the dispute

(a) The party to this Agreement claiming that a dispute has arisen under or in relation to this Agreement must give written notice to the other party to this Agreement specifying the nature of the dispute.

(b) On receipt of the notice referred to in this clause by that party, both parties must endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation, determination or similar techniques agreed by them.

### 3 Mediation

If the parties do not agree within seven (7) days' of receipt of the notice, or such further period as agreed in writing by them, as to:

(a) the dispute resolution technique and procedures to be adopted;

(b) the timetable for all steps in those procedures; and

(c) the selection and compensation of the independent person required for such technique, then they must mediate the dispute in accordance with the mediation rules of an arbitrator appointed by the relevant Institute of Arbitrators and Mediators Australia in the jurisdiction of this Agreement.

### 4 Proceedings

If the mediation referred to above is not completed within four (4) weeks of reference to a mediator then either party may commence any court or arbitration proceedings relating to the dispute as they see fit.

### 5 Associated costs

The costs of the mediation will be borne equally by the Parties.

## SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Neither party is liable for any delay or failure to perform its obligations under this agreement to the extent that such failure is caused by anything outside its reasonable control. Nothing in this clause excuses payment of money due.

## FORCE MAJEURE

(a) Neither Party will have any liability under or be deemed to be in breach of these terms for any delays or failures in performance of these terms which result from circumstances beyond the reasonable control of that Party.

(b) The Party affected by such circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

(c) If such circumstances continue for a continuous period of more than six (6) months, either Party may terminate this Agreement by written notice to the other Party.

## NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing via email to:

Wellness Designs

info@wellnessdesigns.com.au