

ALEXANDRA AUDREY WELLNESS

WEBSITE TERMS AND CONDITIONS

This website is owned and operated by Alexandra Samarin trading as “Alexandra Audrey Wellness” (ABN 61 956 817 788). By using our Website and the Services and information offered on our Website, you are agreeing to these Terms. Please read these Terms carefully. If you do not agree to be bound by all of these Terms you must cease accessing or using the Website immediately.

If you purchase goods through the Website or have booked an appointment for Services, there will be additional terms and conditions governing that purchase. You will be directed to read these additional terms and conditions, prior to making your purchase or booking your appointment. Please make sure you have reviewed and agree with those terms and conditions before completing your purchase or booking.

1. Definitions and Interpretation

In these Terms:

- (a) **AAW Custom Products** means any goods provided for sale by us as part of the Services that have been created by us and customised for your treatment, including (but not limited to) natural supplements, body products, general and herbal teas, and herbal blends and tinctures;
- (b) **Claims** includes all or any past, present or future complaint, action, suit, cause of action, application, arbitration, award, debt, due, costs (including legal costs and expenses), claim, demand, liability, proceeding, right, suit verdict, judgment or order either at law or in equity or arising out of the provisions of any statute, award, order or determination;
- (c) **General Products** means any goods provided for sale by us as part of the Services that have been manufactured by or sold through a third party supplier;
- (d) **Privacy Policy** means the Alexandra Audrey Wellness privacy policy available at <https://alexandraaudreywellness.com>;
- (e) **Services** means the provision of natural medicine naturopathy services, or other related services we offer, such as the provision of goods directly by us or through a third party, including (but not limited to) general naturopathic consultations, fertility consultations, iridology consultations, yoga classes, online courses and providing personalised prescriptions;
- (f) **Terms** means these terms and conditions of use of the Website;
- (g) **the Website** means the website <https://alexandraaudreywellness.com>;
- (h) **Third Party Products** means any goods provided to you by a third party that have been recommended or prescribed after provision of the Services;
- (i) a reference to “we”, “us” or “our” means Alexandra Samarin trading as “Alexandra Audrey Wellness” ABN 61 956 817 788 and any subsidiaries, affiliates, employees, officers, agents or assigns;
- (j) headings are for convenience only and do not affect interpretation;
- (k) the singular includes the plural and conversely, “including” and similar expressions are not words of limitation.
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2. Accuracy of content

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability

arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website.

3. Use

- (a) You agree that you will use this Website in accordance with all applicable local, state, national and international laws, rules and regulations.
- (b) You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other inappropriate way or in a way which conflicts with the Website or the Services.
- (c) If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our absolute discretion, refuse to publish such comments and/or remove them from the Website.
- (d) You must not interfere with or disrupt the Website or servers or networks connected to the Website, including by transmitting any works, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- (e) You must not change, modify, adapt or alter the Website or change, modify or alter another website so as to falsely imply that it is associated with our Website.
- (f) We reserve the right to refuse or terminate the provision of our Services to anyone at any time in breach of this clause 3 without prior notice.

4. Ordering products

- (a) As part of providing the Services, we may from time to time offer AAW Custom Products or General Products for sale. Ordering processes, invoicing, shipping, returns, refunds, complaints or other issues to do with AAW Custom Products and General Products will be dealt with by us and your purchase is in accordance with our additional terms and conditions governing your use of the Services.
- (b) In addition to the AAW Custom Products and General Products, we may recommend or prescribe Third Party Products for you that are available for purchase through a third party platform. All ordering processes, invoicing, shipping, returns, refunds, complaints or other issues to do with the Third Party Products are the responsibility of that third party. You are responsible for reading and acknowledging any terms and conditions that any third party which provides Third Party Products may have that are separate to these Terms and our other terms and conditions for Services.

5. Passwords and logins

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login on our Website.

6. Intellectual property and copyrights

- (a) We hold the copyright and all other intellectual property in the content of this Website (or applicable licences), including without limitation all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website from time to time or used in connection with the Services. You must not use, replicate or licence our intellectual property other than as permitted by law. Specifically, you must not use, replicate or licence our intellectual property for commercial purposes unless expressly agreed to by us, in which case we may require you to enter into a Licence Agreement.

- (b) If you wish to use content, images or any other form of our intellectual property, you should submit your request to us at the following email address:
hello@alexandraudreywellness.com

7. Trademarks

Any trademarks, designs and logos contained on this Website are trademarks of Alexandra Samarin trading as “Alexandra Audrey Wellness” ABN 61 956 817 788. The use, replication or licence of these trademarks is strictly prohibited except with our express, written consent.

8. Links to external websites

- (a) This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these third party sites.
- (b) You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by providing notice to you.

9. Limitation of Liability

- (a) You acknowledge and agree that our Services are provided without any warranty (whatsoever and howsoever described), with the exception of and excluding any warranties provided by law (applicable statute, common law, equity, or otherwise).
- (b) You acknowledge and agree that to the fullest extent permitted by law, we are not liable or responsible for any Claims, loss (including, without limitation, any indirect, secondary or consequential loss or loss of income or opportunity), or damage that you might suffer as a result of, or in connection with, the Services (including any loss arising from negligence and/or breach of these Terms).

10. Indemnification for loss or damage

- (a) You will indemnify and hold us harmless against all Claims, expenses, losses, damages, penalties and costs (including litigation costs and solicitors fees of every kind and nature on a solicitor-client basis) against us arising directly or indirectly from:
 - (i) the provision of the Services to you;
 - (ii) any breach of these Terms by you (including, without limitation, any breach of clause 6 above); and/or
 - (iii) any act or omission (including negligent acts or omissions) by you.

11. Privacy and Confidentiality

- (a) You agree that we can collect and retain the information you have provided to us in the Client Intake Form, as well as any other information you provide us in your appointments for the purposes of providing the Services for an indefinite period.
- (b) Use of the information you have provided us with in your Client Intake Form, or that we have collected and retained relating to your use of our Services, is governed by our Privacy Policy. By receiving the Services, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, go to our website at <https://alexandraudreywellness.com>.

- (c) We will take all reasonable endeavors to ensure that personal information you provide to us will be kept confidential and dealt with in a confidential manner in accordance with our Privacy Policy.

12. Miscellaneous

- (a) These Terms shall be governed by and construed in accordance with the laws of Western Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia.
- (b) We do not waive a right, power or remedy available pursuant to these Terms if we fail to exercise or delay in exercising the right, power or remedy.
- (c) If any part of these Terms becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to have full force and effect.
- (d) No rule of construction applies to our disadvantage because we were responsible for preparing, or seek to rely on, these Terms or any part of them.
- (e) We may change these Terms from time to time on providing written notice to you. We will inform you as soon as practicable of any changes to the Terms and request you to sign the updated Terms.