

## Terms and Conditions

### 1. Your Acceptance

The following terms and conditions and website terms of use relate to the provision of any services or sale of products (including downloadable material) from the Simply Women's Nutrition website ([www.simplywomensnutrition.com](http://www.simplywomensnutrition.com)) ("Site") or from us personally (together, "Services") ("Terms and Conditions of Use"). These Terms and Conditions of Use constitute an agreement between Simply Women's Nutrition ABN 32 822 896 481 ("us", "we", "our"), the owner and operator of the Site and any Services, and you ("you", "your" or "user(s)"), a user of the Site and/or Services ("Agreement").

By using our Site and/or any Services you agree to be bound by this Agreement, and our Privacy Policy. We may amend this Agreement or our Privacy Policy and will notify you if we do so. If you do not agree to the terms and conditions contained in this Agreement or our Privacy Policy (or any subsequent amendments) you must cease using our Site and Services immediately.

Users must be 18 years or older to purchase any of our products or Services.

### 2. Use of services offered by Simply Women's Nutrition

#### a. You are required to obtain professional medical advice

You should always speak with your doctor or other healthcare professional before adopting any treatment for a health problem or before adopting any new fitness or dietary regime or using any of our Services.

If you have or suspect that you have a medical problem, or if you have a pre-existing medical condition, you should contact your health care provider before using our Services.

If at any time you notice any unanticipated changes to your health (physical, mental or emotional), you should seek medical attention immediately.

All content on our Site and/or provided via our Services is based on evidence- based general information and should be used for educational purposes only. None of the content or products offered on our Site and/or provided via our Services are meant to diagnose, treat, alleviate or relieve any medical or health conditions, nor to guarantee any particular outcome or results.

Never disregard, avoid, or delay obtaining medical advice from your doctor or other qualified health care provider because something you have read on our Site and/or provided via our Services.

b. You must provide accurate information

You acknowledge that our Services are provided on the basis of the accuracy and completeness of the information that you provide us, following our evaluation of that information. You further acknowledge that your failure to provide accurate or complete information may adversely affect the quality, efficacy or suitability of these Services.

For optimal Service, you should provide us with information that is true, accurate, current and complete.

c. Nutritional Information

Nutritional information provided on our Site and/or provided via our Services is based on extensive research. Before relying on any nutritional information on our Site and/or provided via our Services, you should carefully evaluate the accuracy, completeness and relevance of this information to your purposes and health particularities, and consider the need to obtain appropriate expert advice relevant to your circumstances. We do not give any warranty that the information is free from error or suitable for your purposes.

d. User Accounts

We may assign you a username/password and account information in order to enable you to access and use certain areas of our Site or require you to set up your own account access using a username/password chosen by you ("Login"). Each time you use your Login, you will be deemed to be authorised to access and use our Site in a manner consistent with this Agreement. We have no obligation to investigate the authorization or source of any such access or use of our Site.

You are solely responsible for protecting the security and confidentiality of your Login and for all activities on our Site using that Login.

You must immediately notify us of any unauthorised use of your Login or any other breach or threatened breach of our Site's security you may be aware of.

e. Payment

We use a secure online payment system. In order to purchase any of our Services (including any products) you will be required to provide us with your credit card information. Please be aware that when purchasing through our Site, all credit card information may be shared with our third party payment processors. By purchasing through our Site, you agree that we may charge you the price listed at the checkout screen, and that any payments made via credit card may attract an additional percentage fee, as charged by the relevant merchant from time-to-time.

We accept no liability in the event you fail to provide correct or incomplete payment or personal details or for any losses suffered as a result of the fraudulent or unauthorised use of credit cards. The prices for Services provided under this Agreement will be as advised to you at the time you apply for the Services, or as otherwise advised to you at the time of purchase from us. All prices are in Australian Dollars unless otherwise stated, and inclusive of GST, and you agree that we may charge you GST as set out in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act").

If you have any issues with payment do not hesitate to contact us at [simplywomensnutrition@gmail.com](mailto:simplywomensnutrition@gmail.com).

#### f. Bookings, Refunds and Cancellations

Any appointment bookings made with us require a minimum of 48 hours' notice of cancellation during business days in the State of Victoria to be eligible for a full refund should you wish to cancel your appointment. If you wish to change your appointment time, we require a minimum of 24 hours' notice during business days. Cancellation of a booking within the 48 hours of the original booking will incur a 50% charge of the original booking.

Your rights to refund or replacement (if applicable) in respect of our Services are as prescribed under the "consumer guarantees" as defined by Schedule 2 of the Competition and Consumer Act 2010 (Cth) ("Consumer Guarantees") ("Australian Consumer Law").

#### g. Contact Information

If you have any questions or concerns about our Services do not hesitate to contact us. You may contact us by email at [simplywomensnutrition@gmail.com](mailto:simplywomensnutrition@gmail.com)

#### h. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified or we may email you. You may refuse to agree to the amendments, but if you do, you must immediately cease using our Site and our Service.