



## Terms & Conditions of Use

Last modified as of 1<sup>st</sup> July 2010

### PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY RELATING TO YOUR USE OF THIS WEBSITE INCLUDING PRODUCTS, WEBEVENTS & SPIRITUAL LIFE COACHING

By using this Website (which shall include the use of any of our fee-based products including WebEvents, Spiritual Life Coaching via Phone WebEvent and/or In Person or any Products or Services also including Live Events, Conferences any offerings ("**Fee-Based Products**") and fixed price products and offerings ("**Fixed Price Products**"), you agree to these Terms and Conditions of Use ("**Terms & Conditions**"). Unless inconsistent with the context:

- i. these Terms and Conditions shall be incorporated into any agreement between you and us ("**Agreement**"). In case of any inconsistency between these Terms and Conditions and any Agreement, the terms of the relevant Agreement shall prevail; and
- ii. reference to this Website shall include reference to our Fee-Based Products and Fixed Price Products (together "**Products**") and all services offered by Kelly Sayers and BetterLife Bookstore.

We reserve the right, in our sole discretion, to change, modify, add or remove portions of these Terms & Conditions at any time. You should check these Terms & Conditions periodically for changes. By using this Website after we post any changes to these Terms & Conditions, you agree to accept those changes, whether or not you have reviewed them. If you do not agree to these Terms & Conditions, you should not use this Website and, if applicable, you should cancel your membership with us.

The use of this Website is subject to important disclaimers, limitations of liability and indemnities, which may affect your suitability to pursue your chosen regimen ("**Regime**"), which you should read carefully before using this Website and all Products and Services offered by Kelly Sayers and/or BetterLife Bookstore

### 1. Scope of Terms & Conditions

Unless we indicate otherwise, these Terms & Conditions apply to your use of the Australian websites which are owned or operated by **BetterLife Institute Pty Ltd (ACN 128 807 054)** trading as "BetterLife Bookstore and BetterLife Institute" and the Affiliates of BetterLife Bookstore & BetterLife Institute (collectively, "**we**", "**us**" or "**our**"), including, without limitation, this Website and any other Australian website that we may own or operate currently or in the future (collectively, "**Website**" including "**WebEvents**" and "**Spiritual Life Coaching**"). For the purpose of these Terms & Conditions, "**Affiliates**" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with BetterLife Bookstore, including, without limitation, their respective subsidiaries and affiliates; and "**You**", "**you**" or "**your**" means any person or entity, and any subsidiary, affiliate or associate of such person or entity, that uses or purports to

use this Website; and "BetterLife Bookstore and BetterLife Institute" means BetterLife Institute Pty Ltd.

## 2. Terms & Conditions – General

By using this Website, you agree to be legally bound and to abide by these Terms & Conditions, just as if you had signed an agreement containing these Terms & Conditions. If you do not comply with these Terms & Conditions at any time, we reserve the right to cancel or terminate your password, user account, and/or access to this Website (or any part thereof). In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of this Website, including, but not limited to:

- a. restricting the time this Website is available;
- b. restricting the amount of use permitted; and
- c. restricting or terminating your or any other user's right to use this Website.

You agree that any termination or cancellation of your access to, or use of, this Website may be effected without prior notice to you and without providing any reason for such termination. If you do not abide by the provisions of these Terms & Conditions, except as we may otherwise provide from time to time, you acknowledge and agree that:

- a. we may immediately deactivate or delete your user account and/or all related information and files in your user account and/or bar any further access by you to such information and/or files, or this Website (or part thereof);
- b. we shall not be liable to you or any third party for any termination or cancellation of, or variation of the applicable terms relating to, your access to, or use of, this Website;
- c. your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or these Terms and Conditions, or any policies or practices adopted by us in providing this Website, including without limitation any change in content or any change in the amount or type of fees or charges associated with the Fee-Based Products, is to cancel or terminate your membership with us;
- d. we make no warranties in relation to Products and your rights with respect to any dissatisfaction with Products are, unless we agree otherwise, limited to those rights available to you under the Trade Practices Act 1974 (Cth), equivalent state based fair trading legislation and any other applicable statute or common law right;
- e. we may supplement these Terms & Conditions with additional terms and conditions pertaining to specific content, activities or events ("**Additional Terms**");
- f. such Additional Terms may be placed on this Website to be viewed in connection with the specific content, activities, features or events and shall be identified as such; and
- g. any Additional Terms will upon first being placed on this Website, or otherwise made public, be incorporated by reference into and form part of these Terms & Conditions.

## 3. Charges and Fees for Products

By subscribing to or purchasing a Product, you agree as follows:

- a. To pay, using a valid credit card (or other form of payment which we may accept from time to time), the fixed and periodic charges and fees set out on this Website (such as the recurring Monthly Fees for Fee-Based Products and the fixed price for the Fixed Price Products), applicable taxes, and other charges, surcharges, costs and fees incurred in order to access or purchase our Products ("**Fees**").

With regard to Fee-Based Products we:

- i. reserve the right to increase the Fees, or to introduce new Fees at any time, upon reasonable advance notice communicated to you through a posting on this Website or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail).
- ii. will automatically charge your credit card or other account at the start of the relevant billing period (usually monthly or three-monthly in advance) unless you terminate or cancel your subscription before the start of the relevant billing period.

Each time you use or apply for our Fee-Based Products, you reaffirm your agreement that we may charge your credit card (or other form of payment, if applicable). In the event we cannot charge your account, we reserve the right to terminate your access to our Fee-Based Products. Unless you advise us otherwise in advance, your subscription to Fee-Based Products will automatically be renewed at our standard subscription rates and for our standard period (usually monthly or three-monthly) at the start of the relevant billing period. If you wish to purchase alternative Fee-Based Products at any time, your new Fee-Based Products will supersede your current Fee-Based Products at the start of the next billing period, unless we agree otherwise.

- b. All Fees are quoted in Australian dollars and are inclusive of any applicable GST, except where otherwise stated.
- c. In addition to the Fees, you are responsible for all charges and fees associated with connecting to this Website, including without limitation all telephone access lines (including long-distance charges, when applicable), internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access our Products.
- d. For the purposes of your use and purchase of our Products, including identification and billing, you agree to provide us with true, accurate, current and complete information as required by the order form for our Fixed Price Products or the subscription or sign up process to our Fee-Based Products ("**Subscription Data**") including your complete legal name, address, telephone number, email address and applicable billing information (e.g., credit card number and expiration date) as required.

You agree to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Subscription Data to keep it accurate at all times.

Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that this is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of this Website (or any portion thereof) or any of our Fee-Based Products or to refuse to provide you with Fixed Price Products. Subscribers to Fee-Based Products are obligated to check the My Account feature of this Website to determine whether your Subscription Data is current and accurate, and, if not, to correct or update your Subscription Data including your billing information.

- e. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorised use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of your or anyone else's password or credit card information. In the event of a breach of security by you, you will remain liable for any unauthorised use of your subscription until you update your Subscription Data. If your credit card expires, is cancelled, is lost or is subject to use without your authorisation, you will immediately access the "Contact Us" feature of this Website and update your Subscription Data. You are entirely responsible for any and all activities which occur under your user account, as well as for paying any amounts billed to your credit card by a third party which were not authorised by you.

## 100% Satisfaction Guarantee on Kelly Sayers WebEvents 12 Month Prosperity Program

- f. In the event of your dissatisfaction to the Kelly Sayers 12 Month WebEvents Prosperity Program (not including any other fee based products or services) you accept that you have 30 Days from time of Registration to decide if you want to continue with the Program or cancel your Gold Membership with no questions asked, giving BetterLife Bookstore 21 days written notice where the remainder of your fees will become null and void. **This is our Satisfaction Guarantee!**
- g. By accepting the chosen 12 Month Prosperity Program with Kelly Sayers at the nominated monthly payment plan you hereby authorise your nominated credit card/account to be debited by BetterLife Institute Pty Ltd trading a BetterLife Bookstore. (from date of first payment subscription) and all conditions as mentioned herein shall apply.
- h. However, after the 30 Day cooling off period the following shall apply;
- i. In the event of your failure to satisfy limitations we set based on demographic, geographic, health and/or other similar criteria, or if we otherwise properly terminate your subscription to one of our Fee-Based Products prior to the end of the applicable period in accordance with these Terms and Conditions, or if you cancel your subscription to one of our Fee-Based Products after the 30 Day cooling off period, you agree that the full Monthly Fees paid in advance by you for any month (or portion thereof) (regardless of whether you logged onto this Website or used the Fee-Based Product during that month) are non-refundable.

## 4. Cancellation of Subscription

After 30 Day cooling off period: If you choose to cancel or terminate your Gold Membership subscription prior to the end of your contract period, you accept that your account will continue to be debited until your end date. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of:

- a. these Terms and Conditions (including our enforcement or application of these Terms and Conditions);
- b. any of our practices or policies, including our Privacy Policy, (and including our enforcement or application of these policies);
- c. the Content available through this Website including any change in content provided through this Website;
- d. your ability to access and/or use this Website; and
- e. the amount or types of our Fees or billing methods, or any change to our Fees or billing methods.

Upon cancellation or termination of your subscription to our Fee-Based Products, we may immediately deactivate your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, this Website (or part thereof).

You may cancel your subscription by contacting Customer Service or by such other means as we may provide from time to time. We will attempt to process all cancellation requests within 72 hours after receipt of requests. If you cancel near the end of your current billing period and have been or are inadvertently charged the next billing period's Fee, you should contact Customer Service to have the charges reversed. If you use a Fee-Based Product during that next billing period, you will be considered not to have cancelled the subscription and therefore will be liable to pay fees in respect of that next billing period and not entitled to a refund for that cancellation. We reserve the right to charge and collect Fees incurred before your cancellation takes effect.

## 5. Fixed Price Products

By placing an order for a Fixed Price Product you agree to these terms and conditions as amended from time to time.

Title to a Fixed Price Product will pass to you when you provide full payment for the Fixed Price Product or when you receive the Fixed Price Product, whichever is the later.

Risk of loss or damage to the Fixed Price Products shall pass to you on the date that we provide the Fixed Price Product to a third party for delivery to you.

Any estimates made in relation to any delivery date of Fixed Price Products are estimates only, and we provide no warranty or representation that such an estimate will be correct. By ordering a Fixed Price Product you agree that timing is not of the essence with regard to delivery of Fixed Price Products.

The published price of the Fixed Price Products will be inclusive of GST unless we have stated otherwise.

## 6. Availability of Fee-Based Products and Fixed Price Products

The availability and use of our Fee-Based Products and Fixed Price Products may be limited based on demographic, geographic, health or other criteria as we may establish from time to time. You understand and agree we may disallow you from subscribing to our Fee-Based Products and/or may terminate your subscription to our Fee-Based Products at any time based on these criteria. You understand that we may refuse to supply you with Fixed Price Products at any time based on these criteria. For example, pregnant women, and individuals under the age of 18 may not be provided with a Fixed Price Product or may not be able to subscribe to our Fee-Based Products. We may limit the subscription to a certain Fee-Based Product only to individuals currently attending meetings organised or controlled by us.

## 7. Ownership

All materials on this Website, including but not limited to information, software, photographs, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, audio, images and other materials ("**Content**"), are protected by copyright and other intellectual property rights under Australian law, international conventions and other laws. You may not distribute, exchange, modify, sell or transmit anything you copy from this Website, including but not limited to any text, images, audio and video, for any business, commercial or public purpose. You agree to follow all instructions on this Website limiting the way you may use any of the Content. There are a number of proprietary logos, service marks and trade marks found on this Website. By making them available on this Website, Kelly Sayers and BetterLife Bookstore is not granting you any licence to utilise those proprietary logos, service marks or trade marks. Any unauthorised use of the Content may violate copyright laws, trade mark laws, the laws of privacy and publicity, and civil and criminal statutes. If you download any Content from this Website, you may not remove any copyright or trade mark notices or other notices that go with it.

**Confidential Material** - No part of the information that is given may be reproduced by any manner, shape or form. As part of the coaching we "BetterLife Bookstore and/or Kelly Sayers" may need to obtain the client's personal information which the we will ensure shall not be disclosed to any third party without the client's consent.

## 8. Restrictions on Use of Materials

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access and use this Website and the material provided hereon for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms and Conditions. You understand that only you may use your user account and password, and that your subscription to our Fee-Based Products is only valid for your personal, non-commercial use and may not be shared with others. You agree to be financially responsible for all usage or activity of Fee-Based Products.

You acknowledge that you may only use the Fixed Price Products for personal, non-commercial use, and may not sell, lease, licence or otherwise receive any consideration for allowing the Fixed Price Products to be used by any other person or entity. You agree to indemnify us and keep us indemnified against any loss suffered by us due to you selling, leasing, licencing or otherwise receiving any consideration for allowing the Fixed Price Products to be used by any other person or entity.

You acknowledge that this Website contains Content that is protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is protected under applicable laws and we own copyright or other property rights in the selection, coordination, arrangement and enhancement of all such Content. All trademarks appearing on this Website are trademarks of their respective owners. All inclusive **Kelly Sayers Life Coaching with the Angels, The 5Ps to Prosperity Program, Celebrate Your Life Conference** and **BetterLife Bookstore** are the trade names and the registered trademarks and ownership of **BetterLife Institute Pty Ltd**. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, reuse, report, distribute, perform or participate in the transfer or sale of, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment, is strictly prohibited unless you receive our prior written consent.

### Recordings of Live WebEvents

This WebEvent includes a feature that allows audio and any other documents/materials exchanged or viewed during the session to be recorded. All rights reserved to all recorded WebEvents and Programs. You, the Client, understands and acknowledges that BetterLife Bookstore & Kelly Sayers reserves the right to record all WebEvents and may use these recordings in conjunction with other products and services. By joining these sessions, you automatically consent to such recordings.

## 9. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy. By agreeing to these Terms and Conditions, you also consent to the collection and use of your Personal Information in accordance with the Privacy Policy.

Please note that all credit card payments and information are held in "Security" under the legal terms and conditions for your privacy and security.

## 10. Becoming a Registered User

When you become a registered user of this Website, you agree to provide us with true, accurate and complete information about yourself, and to maintain and promptly update the Registered User Data to keep it accurate. Without limiting any other provision of these Terms & Conditions, if you provide any information that is untrue, inaccurate or incomplete, or we have reasonable grounds to suspect that this is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of this Website (or any portion thereof). You agree not to assign, transfer or sublicense your rights as a registered user of this Website.

### Gold Membership Registration Only; Kelly Sayers 12 Month Prosperity Program WebEvents Series;

- **You accept** that you will have access to the **BetterLife Virtual Education Centre/Kelly's Media Page** for a total period of 12 Months from the date of my membership
- **You accept that your Full Years Membership will give you access to Gold Members Password which allows you to ONE WebEvent Per Week in the following sequence;**
- 52 Weeks of Pre-Recorded Weekly WebEvents for the following Modules;
- 
- 12 Weeks of Weekly WebEvents for Manifesting Your Hearts Desires
- 12 Weeks of Weekly WebEvents for Discovering Your Life's Purpose
- 12 Weeks of Weekly WebEvents for Romance
- 12 Weeks of Weekly WebEvents for Wealth Mastery
- 6 Weeks of Weekly WebEvents for Body Beautiful
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- **Should you require to continue with the other Modules in Year 2 (Body Beautiful - Relationships and You – Becoming a Published Author – Attracting Perfect Customers)**
- You will have to renew your Gold membership for second year and refer to our Admin Office for further information and updates
- **You accept** that you have the power to choose your **RESULTS & Transformation** and you indemnify us of all consequences and results from using these Weekly WebEvents.

**Reliance the choice of the Customer "You"** - while Kelly Sayers has made and will make every effort to ensure the accuracy of the information and details and concepts presented and shared with the customer "you", no reliance on or use of such information, details and concepts is to be or should be made whatsoever as it is only presented for general information and is indicative and a suggestion only. **BetterLife Institute Pty Ltd trading** as BetterLife Bookstore and/or Kelly Sayers accepts no responsibility whatsoever for any decision or action of any kind made by the client using as a basis such information details or concepts.

## 11. Community Standards and Conduct Guidelines

You acknowledge that all Content and all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to, on or through this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "**Postings**"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to, on or through this Website. We do not control the Postings of others and, as such, you agree that we have no responsibility for the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of this Website (as described below), you understand that by using this Website, you may be exposed to

Postings that are (without limitation) inaccurate, offensive or objectionable. Except for Postings created by us (as to which you agree that liability shall rest with the entity which created the relevant Content and shall be governed by these Terms & Conditions), under no circumstances will we be liable in any way for any Postings, including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the access to or use of any Postings posted, emailed or otherwise transmitted to, on or through this Website.

You agree not to use this Website (including any Forums) to do, or attempt to do, any of the following (as to which you agree to accept us as sole arbiter in our absolute discretion):

- a. upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, defamatory, invasive of another's privacy, hateful, or racially, ethnically, religiously, sexually or otherwise objectionable;
- b. harm, wrongly influence or threaten Children in any way;
- c. impersonate any person or entity, including, but not limited to, a director, officer, employee, shareholder, agent or representative of BetterLife Bookstore, our Affiliates or any other person or entity, or falsely state or otherwise misrepresent an affiliation with us, any of our Affiliates or any other person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to, on or through this Website;
- e. upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment or other contractual relationships or under non-disclosure agreements);
- f. upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trade mark, trade secret, moral right, copyright, right of privacy or publicity or other proprietary rights of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising or promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of commercial solicitation or promotion, except in those areas, if any, that are specifically designated for such purpose;
- h. upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy, limit, compromise, delay or divert the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Forum (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects other users' ability to use any Forum;
- j. interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to this Website;
- k. intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to, any law and/or regulations having the force of law;
- l. "stalk" or otherwise harass another user of this Website or employee of BetterLife Bookstore or of any of our Affiliates;
- m. collect or store personal data or attempt to collect or store personal data about other users of this Website; or
- n. upload, post, email or otherwise transmit information which purport to be medical, health or weight-loss advice or advice of any other nature whatsoever.

Your privilege to use this Website (including the Forums) and to contribute to discussions on the Forums depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, we may terminate, in our sole discretion and without providing any reasons, your use of, or participation in, any Forum.

All Forum communications, including, but not limited to, message board communications, are public and not private communications. We reserve the right to monitor any areas of this Website (including any Forum including facebook, twitter, or other community "forums") for adherence to the community standards and conduct guidelines set forth above or for any other purpose, but you agree we have no obligation or duty to do so and you release us from any such obligation or duty. You acknowledge that, by providing you with the ability to distribute Postings in the Forums, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Forum. Although we reserve the right to remove, without notice, any Forum posting for any or no reason, we have no obligation to delete Postings that you may find objectionable or offensive.

## 12. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, stories about yourself, or other materials (including, but not limited to, posting, emailing, or otherwise transmitting Postings on any Forum) (collectively, the "**Submissions**"), the Submissions shall be deemed, and shall remain, our property. Except as provided in our Privacy Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, you grant us and our successors and assigns (despite any moral rights you may have in relation to which you hereby consent, for the benefit of **BetterLife Institute Pty Ltd**, any Affiliates and BetterLife Bookstore, to any act or omission on the part of BetterLife Institute Pty Ltd, Kelly Sayers and any Affiliates or BetterLife Bookstore, whether occurring before or after your use of this Website) a royalty-free, perpetual, irrevocable, non-exclusive right and licence (as well as consent) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, enter into commercial rental arrangements in respect of and display any Submissions (in whole or in part and with or without the use of your name or any other form of recognition of the source or authorship of any such Submission) worldwide and/or to incorporate the Submissions or any of them in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trade marks and other intellectual, personal and proprietary rights (collectively, the "**Rights**") that may exist in such Submissions.

Submissions will be collected and may be used to improve the Content of this Website, to customise the Content and/or layout of our page for each individual consumer, to notify consumers about updates to this Website, and may be used by us to contact consumers for marketing purposes. By submitting any such material, you give up any claim that any use of a Submission, or any part or derivative element of a Submission, violates any of your rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way BetterLife Institute Pty Ltd, Kelly Sayers any Affiliate or BetterLife Bookstore uses such material. BetterLife Institute Pty Ltd, any Affiliate and/or BetterLife Bookstore is free to use, without any compensation to you, any concepts, ideas, know-how or techniques contained in any communication you send to us or this Website for any purpose

whatsoever, including but not limited to developing, manufacturing and marketing products using such information. However, you agree and understand that neither BetterLife Institute Pty Ltd, any Affiliate nor BetterLife Bookstore is obligated to use any such ideas or materials and you have no rights to compel such use.

You also hereby irrevocably and unconditionally consent, to the fullest extent permitted by law (either present or future), to each of BetterLife Institute Pty Ltd, the Affiliates and BetterLife Bookstore or any person authorised by BetterLife Institute Pty Ltd, any Affiliate or BetterLife Bookstore, using, disclosing, reproducing, copying, adapting, publishing, performing, exhibiting, communicating or transmitting the Submissions or any adaptation of the Submissions (or any part of the Submissions or of any such adaptation) anywhere in the world:

- a. in whatever form and in whatever circumstances BetterLife Institute Pty Ltd, the Affiliates and BetterLife Bookstore including the making of any distortions, additions or alterations to the Submissions or any adaptation of the Submissions (or any part of the Submissions or of such adaptation); and
- b. without making any identification of you or any other form of recognition of the source or authorship of any such Submissions, in relation to them or any of them.

You also warrant to BetterLife Institute Pty Ltd, Kelly Sayers, the Affiliates and BetterLife Bookstore that:

- a. you own or otherwise control all of the rights in or to your Submissions including, without limitation, all the rights necessary for you to send, email, post or otherwise transmit to us the Submissions;
- b. any third party holder of any Rights, including moral rights in such Submissions, has validly and irrevocably granted to you the right to grant the Rights and give the consent stated above; and
- c. each person depicted in any images, photos and/or videos contained in your Submissions (if any) has consented to the use of such images, photos and/or videos in accordance with the above licence; and
- d. each of BetterLife Institute Pty Ltd, Kelly Sayers, the Affiliates, BetterLife Bookstore and their successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without being obliged or required to give or pay any compensation to the provider of the Submissions or any third party holder of any Rights.

## 13. Children

This Website is not for use by any person less than eighteen (18) years of age (each a “**Child**”) and is not directed to Children. This Website is for use and access by individuals who are eighteen (18) years or older.

## 14. Links

These Terms & Conditions apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other websites or resources. We encourage you to read the terms and conditions of use, and privacy policy guidelines, of such other website before conducting any material use of, or access with, that website. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising products or other materials, goods or services on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is suffered by or alleged to have been suffered by you, in connection with your use of, or reliance on, any content, advertisements, products or other resources, goods or

services available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

## **15. Third Party Products and Services**

You may order services, merchandise or other products through this Website from other parties (collectively, the "**Third Party Sellers**"). All matters concerning the services, merchandise and other products promoted by or available from the Third Party Sellers, including, but not limited to, purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Third Party Sellers. We make no warranties or representations whatsoever with regard to any services, merchandise and other products provided by the Third Party Sellers. You will not consider us (and we will not be construed as):

- a. a party to any such transaction, whether or not we may have received some form of revenue, fee, commission, benefit or other remuneration in connection with such transaction;
- b. liable to you or any other person for any costs or damages arising out of or relating to, either directly or indirectly, such transaction; and
- c. as required to disclose to you or any other person any of the terms or conditions upon which we are or may become entitled to any such revenue, fee, commission, benefit or remuneration.

Where we receive commissions from Third Party Sellers, we will notify users of this Website.

## **16. Contests Games and Survey**

This Website may contain contests, games, invitations to participate in contests or surveys that request you to send in to us or post on this Website material or information about yourself. Each contest game or survey will have its own rules, and you must read and agree to all those rules prior to entering into any such contest or responding to any survey.

Participation in these contests or surveys is completely voluntary and the user therefore has a choice whether or not to disclose this information. Some of the information requested may be of a personal nature but there is no obligation to answer any or every question. In particular, submission of your email address will be optional. Information requested may include contact information (such as name and shipping address) and demographic information (such as post code, age, gender and marital status). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this Website. Large population demographics may be compiled and published using this data but no individual information will be disseminated.

## **17. Health Disclaimer**

This Website provides an Online Virtual Education Center with information applications and content published over the Internet and is intended only to assist users in their personal Regimes. Kelly Sayers or BetterLife Bookstore and its Affiliates is not a medical organisation and our staff cannot and do not give, or purport to give, you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for medical consultation, evaluation, or treatment by a qualified medical practitioner. You are urged and advised to seek the advice of a medical practitioner before beginning any Regime. This Website is intended for use only by healthy adult individuals. Individuals who are pregnant or who have certain health conditions, including, without limitation, people suffering from cancer, liver disease, kidney disease, renal failure, eating disorders, type 1 diabetes or who are elderly or who have a low body mass index may not be suitable

candidates for undertaking any form of Regime and are specifically warned to seek professional medical advice before using this Website.

All coaching tools, information, content, marketing materials, meditations, coaching processes, techniques do not dispense medical advice or prescribe the use of any technique as a form or treatment for physical or medical problems. The intent of Kelly Sayers and BetterLife Bookstore is only to offer information of a general nature to help the client in the quest for emotional and spiritual well-being. In the event the client "you" use any of the information or coaching tools or techniques from this website, coaching sessions, products, services offered such as webevents, (including pre-recorded webevents). BetterLife Institute Pty Ltd, Kelly Sayers, any Affiliates and BetterLife Bookstore assumes no responsibility for your actions and you indemnify us from any such claims.

Please do not use any of the information supplied by BetterLife Bookstore, BetterLife Institute Pty Ltd or Kelly Sayers the Coach to diagnose, treat, cure, or prevent any health problem or disease. If you have or suspect that you have a medical problem, please promptly contact your health care provider.

## **18. Disclaimers of Warranties**

Please note the following disclaimers of warranties that form part of these Terms & Conditions:

- a. the products, offerings, content and materials on this Website are provided "as is" and, to the extent permitted by law, without warranties of any kind, either express or implied;
- b. we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement in respect of any product, service or publication contained on this Website, or able to be accessed through any link on this Website;
- c. neither BetterLife Institute Pty Ltd, Kelly Sayers, BetterLife Bookstore nor any of our Affiliates, nor any of our or their respective licensors, licensees, service providers or suppliers warrant that this Website or any function contained in this Website will be uninterrupted or error-free, that defects will be corrected, or that this Website or the servers that make this Website available, are free of viruses or other harmful components;
- d. any product, offering, content and material downloaded or otherwise obtained through the use of this Website is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such product, offering, content or material;
- e. neither BetterLife Bookstore, Kelly Sayers nor any of our Affiliates, nor any of our or their respective licensors, licensees, service providers or suppliers endorse, recommend, promote, warrant or make any representations regarding the use, benefits, risks or the results of the use of the products, offerings, content and materials in this Website in terms of their correctness, accuracy, reliability, or otherwise;
- f. no advice or information, obtained by you from our personnel or through this Website shall create any warranty not expressly provided for in these Terms & Conditions; and
- g. we disclaim all warranties, express or implied, for any errors or omissions, inaccuracies or incompleteness of any Content, Submission or other material contained on this Website or able to be accessed through any link on this Website.

## **19. Limitation of Liability**

You expressly understand and agree that neither BetterLife Institute Pty Ltd, Kelly Sayers, BetterLife Bookstore any Affiliate or its associates shall be liable for any direct, indirect, incidental, special, consequential exemplary or punitive damages, or any other damages whatsoever, or for any

damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages) whatsoever arising out of, or resulting from:

- a. the use or the inability to use this Website;
- b. the use of any Content or other material on this Website or any website or websites linked to this Website;
- c. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from this Website;
- d. unauthorised access to or alteration of your transmissions or data;
- e. statements or conduct of any third party on this Website;
- f. any other matter relating to this Website;

You acknowledge that, by undertaking any Regime, you are doing so voluntarily and you are aware that there may be dangers in participating in a Regime.

You are aware that the risks mentioned in the preceding paragraph may be caused by your own acts or omissions, the acts or omissions of others participating in a Regime or other risks not known to you or that are not readily foreseeable at the time of using this Website. You further acknowledge that this is a risk warning pursuant to relevant State legislation and the Trade Practices Act 1974 (Cth) and you agree that you assume all risks in connection with your participation in a Regime. BetterLife Institute Pty Ltd, Kelly Sayers, BetterLife Bookstore (including its respective officers, employees and agents) and its Affiliates are not liable for the breach of any express or implied warranty that any services provided by BetterLife Bookstore will be provided with reasonable care and skill.

## **20. Limitation of Liability for Fixed Price Products**

In addition to the limitations of liability contained in clause 19, you expressly understand and agree that, in relation to the Fixed Price Products, BetterLife Institute Pty Ltd, Kelly Sayers the Affiliates and BetterLife Bookstore, to the extent permitted by law:

- a. exclude all conditions and warranties implied into these Terms and Conditions; and
- b. limit our liability for breach of any such condition or warranty that we cannot exclude to the greater of:
  - i. resupplying the Fixed Price Products which are the subject of the breach;
  - ii. paying the cost of having the Fixed Price Products which are the subject of the breach resupplied; or
  - iii. repayment of all monies you have paid to us for the Fixed Price Products which are the subject of the breach.

In no event will BetterLife Institute Pty Ltd, Kelly Sayers the Affiliates and/or BetterLife Bookstore be liable for any indirect, incidental, special, consequential, or punitive damages, or for damages, whether in an action in contract or tort (including negligence), even if we have been advised of the possibility of such damages or if such damages are foreseeable.

You acknowledge that the limitations of liability of us in this clause 20 and in the other provisions of these terms and conditions and the allocation of risk herein are an essential element of the bargain between you and us, without which we would not have supplied the Fixed Price Products. Our pricing of the Fixed Price Products reflects this allocation of risk and the limitation of liability specified herein.

## 21. Indemnification

You agree to indemnify, hold harmless and, at our option and in accordance with our instructions and directions, defend each of BetterLife Institute Pty Ltd, the Affiliates and/or BetterLife Bookstore their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable lawyers' fees and expenses) arising from your improper use of this Website or our products or offerings, your violation of these Terms & Conditions, any misrepresentation or breach of a warranty given by you in accordance with these Terms & Conditions or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

To the maximum extent permitted by law, you agree to indemnify each of BetterLife Institute Pty Ltd, Kelly Sayers, the Affiliates and/or BetterLife Bookstore their officers, directors, employees, stockholders, agents and representatives against any claim, right or cause of action however arising, whether or not presently ascertained, immediate, future or contingent which you may otherwise have for or arising out of loss of life or injury, damage or loss of any description whatsoever and howsoever caused which you may suffer or sustain in the course of or consequent upon your participation in a Regime, use of your own equipment, or any activity incidental to a Regime, whether, direct, consequential or foreseeable and whether caused by accident or any negligent or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with a Regime.

You agree that the waivers, releases, discharges and indemnities contained in these Terms and Conditions shall operate in favour of each of BetterLife Institute Pty Ltd, Kelly Sayers the Affiliates and/or BetterLife Bookstore their officers, directors, employees, stockholders, agents and representatives and shall so operate whether or not the loss, injury or damage is due to or attributable to any act, neglect or omissions of any one or more of them.

## 22. Governing Law and Choice of Forum

These Terms & Conditions shall be governed by and construed in accordance with the laws of the state of Western Australia, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of this Website or these Terms & Conditions shall be filed only in the state or federal courts located in Western Australia and you hereby irrevocably consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

## 23. Miscellaneous Terms

- **Recovery of Legal Expenses**  
In any action against us arising from the use of this Website, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable lawyer's fees.
- **Severability**  
If any provision of these Terms & Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms & Conditions and shall not affect the validity and enforceability of any remaining provisions.
- **Entire Agreement**  
These Terms & Conditions, together with other documents incorporated by reference, are the entire agreement between you and us relating to the subject matter herein.
- **Modification of Terms**  
These Terms & Conditions may be modified only by our posting of changes to these Terms & Conditions on this Website, or by written agreement between you and BetterLife Institute Pty Ltd

trading as BetterLife Bookstore. Each time you access this Website, you will be deemed to have accepted any such changes.

- **Assignment**  
We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees.
- **No waiver**  
The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under these Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

## **24. Copyright Complaints**

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use this Website (or any part thereof) who infringes the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact our offices; BetterLife Institute Pty Ltd PO Box 1090, Canning Bridge, Applecross Western Australia 6153

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