

SIMONE LOUISE HEALTH & FITNESS

Website and Product Terms of Use

These Website Terms and Product Use govern your use of our website, www.slhf.com.au, (the “Website”) and your relationship with Simone Louise Health & Fitness (“we”, “us” or “SLHF”) including the purchase of products. Please read these terms carefully before making any purchase as they affect your rights and liabilities under the law.

If you do not agree to these Terms of Use, please do not register as a member, use the Website, or purchase any of our Products.

Please also see our [Privacy Policy](#) for information about how we collect and use your personal data.

1. Introduction

This Website provides fundamentally an online personal training service through which you can purchase fitness e-books, view online video courses and engage in online, and at times in-person, tailored fitness and diet programs.

These terms will apply to all users (“you”) of the Website and all purchasers of Products, and by using the Website, or by purchasing any Products from us, you agree to be bound by these Terms of Use.

In addition to you being bound by these Terms of Use, by using the associated SLHF app, you agree to be bound by the Terms of Use of the associated platform. The associated hosting platform of the SLHF app is not responsible for any content, interactions or transfers made by you via SLHF.

2. Our Products

We may offer through the Website products (the “Products”) which may include the following: e-books; videos; training guides; online coaching; meal plans; individually tailored personal plans (a “Personal Plan”). SLHF reserves the right to amend any information, including but not limited to prices, technical specifications, terms of purchase and product offerings without prior notice.

3. Fees

You can view and access the Website free of charge. However, in order to purchase any of our Products you must register for use, such registration to include contact information, confirmation of payment method and payment information. The fees payable in respect of the products and services will be clearly displayed on the Website.

4. How to contact us

We are Simone Louise Heath & Fitness, a business registered in NSW. Our Australian Business Number is 80 427 006 987 and our registered office is at Simone Louise Health & Fitness, 14 Amaroo Avenue, Figtree New South Wales, Australia 2525

5. Registration

When you register as a member on the Website, we will ask that you provide certain personal information including but not limited to your name, email address, postal address, your payment details, and the completion of a health questionnaire. Any personal information you provide to us will be handled in accordance with our Privacy and Data Protection Policy which can be seen [here](#).

On registration you will be asked to create a password, which you must keep confidential. If you know or suspect that someone else knows your password you should notify us at simone@slhf.com.au immediately. To prevent a breach of security or misuse of the Website through your account, we may require you to change your password or we may suspend your account. Until we are satisfied that your account is secure, you may not be able to access the Website.

You agree that all personal information you provide will be accurate, and kept up to date. We may use the information provided to us to contact you.

6. Sales Policy

By placing an order with us, you warrant that you are at least 18 years old (or have parents' permission to buy from us), and accept these Terms of Use, which shall apply to all orders placed. These Terms of Use will not affect your statutory rights.

Any Products sold and delivered online is licensed to a single user only. You are not allowed to copy, distribute, share and/or transfer the product/s you purchased to any third party or person.

Products must be paid in full prior to having the access or any online Products delivered through the Website, app, or email.

7. Payments

All transactions conducted through SLHF are handled through payment gateways such as Stripe that use SSL encryption to ensure your information is secure. Card information is not stored, and all card information is handled by Stripe.

8. Refund Policy

All purchases made on the Website, or purchases through its associated app have a seven-day money back guarantee. If you are not satisfied with any of your Product purchases

(including subscription or non-subscription), please contact us at simone@slhf.com.au within seven days from the date of payment for a full refund. As the some of our products are digital and are deemed "used" after download or opening, the refund policy will not apply if you have already started downloading the relevant product.

If you have purchased a program during a promotional period and have redeemed that promotion (e.g. supplements, clothing, headphones) you are not eligible for a refund.

In the case where a purchase error is made please contact us at simone@slhf.com.au to discuss a resolution.

If you want to end your contract with us after the initial seven-day period, please let us know by emailing us at simone@slhf.com.au. Please provide your name, home address, details of the order and, where available, your phone number and email address, telling us of the reason you wish to cancel.

9. Licence

On your purchase of the Product, we will grant to you, for your own personal use only, a limited, non-exclusive, non-transferable license to access our Website and (as the case may be):

- access video on a streaming only basis, either through our website, or through a limited access YouTube or other social media link;
- access and download e-books or digital literature;
- access and download personalised fitness plans;

You are not permitted to share any of the content licensed under these terms with any other individuals. Except for the foregoing limited license, no right, title or interest shall be transferred to you.

10. Viruses, hacking and other offences

You agree not to upload any files or post, distribute publish any files on the Website that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's computer.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under Australian law. We will report any such breach to the relevant law enforcement authorities and we will disclose your identity to them. In the event of such a breach, your membership and right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

11. Availability

Although we aim to offer you the best service possible, we cannot guarantee that the Website will be fault-free. If a fault occurs with the Website you should report it to simone@slhf.com.au and we will attempt to correct the fault.

Your access to the Website may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services or because we are unable to offer the Website for reasons beyond our control (such as a denial of service attack). In this event we will attempt to restore the service as soon as we reasonably can. Any such restrictions or interruptions shall not constitute a breach by us of these terms.

12. Our Liability

Nothing in the agreement excludes our liability arising as a result of our negligence for death or personal injury, fraud or fraudulent misrepresentation. Our total liability arising in connection with our performance of this agreement shall be limited to the greater of (i) \$500 AUD or (ii) three times the price paid for the Products during the 12 months preceding the date on which the claim arose.

SLHF, nor any of its employees, agents or representatives, is engaged in rendering medical advice, nor does it (or any of its employees, agents or representatives) hold itself out as qualified to render such advice.

Any exercise program, even in healthy individuals, carries risk. You have a responsibility to exercise your own personal judgment, as well as any other considerations, before acting on any of the content provided by us. Before taking any action in relation to a Personal Plan, you must take into account any other factors apart from the Personal Plan of which you are or ought to be aware, and seek medical advice. Your decisions to engage in any exercise programme should take into account any medical or other professional advice that is available to you as well as using your own personal judgment as to what activity is safe for you to engage in.

Where we provide you with a Personal Plan, the information contained therein should not be regarded as or relied upon as being a comprehensive health or exercise programme. Any actions that you take in relation to a personal plan should not be pursued regardless or to the exclusion of other information, opinions or judgments that are available to you.

Any information that we provide that does not form part of a Personal Plan, whether obtained through our website, e-book, video course, social media (such as Facebook, Instagram or Twitter) or otherwise, is provided for the purposes of general information only.

Any tailored plans or your access to various programs will have been prepared on the basis of information provided by you. You are responsible for the accuracy of any information that you provide to us. You are responsible for informing us of any health issues and pre-existing medical conditions when you ask us to prepare a Personal Plan or seek access to any online program, and we strongly recommend that you seek that you seek professional medical advice before embarking on any diet or exercise program.

If applicable, you will accurately and completely disclose any prescribed medications you are taking and any exercise or diet limitations you are aware of or have been informed of by your medical professional, so that we can develop a modified plan for my personal medical considerations. During the program if your medications, condition, or medical limitations should change, you will notify the Trainer. You understand that it is recommended that I have a yearly or frequent physical examination and consultation with your medical professional as to physical activity and diet so you are aware of what is appropriate for you. By viewing online content or taking part in in-person training programs offered by SLHF, you acknowledge that you have either had a physical examination and have been given my medical professional's permission to participate, or have decided to participate without approval of your medical professional.

You understand that you have the complete right to stop or decrease exercise at any time during a session, and that it is your obligation to notify my medical professional or seek medical attention immediately if you develop any symptoms such as fatigue, shortness of breath or chest discomfort.

You realise that participation in the program including but not limited to exercising, use of exercise equipment and strenuous exertion (strength training) all of which increase heart rate and body temperature.

You understand that exercise involves certain risks, including but not limited to, serious neck and spinal injuries resulting in complete or partial paralysis, heart attack, stroke or even death. Also, injuries could occur to bones, joints or muscles. Slips, falls, and unintended loss of balance could result in muscular, neurological, orthopaedic or other bodily injury.

You understand that part of the risk involved in undertaking any activity or program is relative to your own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill which you conduct yourself in that activity or program. The information set out in any Personal Plan may relate to certain contexts and may not be suitable in other contexts. It is your responsibility to ensure that you do not use the information we provide in the wrong context. For example, where a program was tailored for a woman who was not pregnant, this would not be appropriate for her to use after becoming pregnant.

Knowing the material risks and appreciating, knowing and reasonably anticipating that other injuries are a possibility, you hereby expressly assume all of the delineated risks of injury, all other possible risk of injury, and even risk of possible death, which could occur by reason of your participation.

You do hereby waive, release and forever discharge to SLHF from any and all responsibilities or liability for any present and future injuries or damages resulting or arising from my participation in any activities including but not limited to use of the nutrition guide, exercise, personal training or use of the equipment including any injuries and damages caused by the negligent act or omission of any of those persons or entities mentioned above.

13. Expected Results

While we believe that for most people, following our programmes and methods will lead to desired results, all exercise programs depend on the individual. Results will be affected by the effort and commitment of the individual. However, in some circumstances even where an individual follows our program, they may not achieve the desired results. We therefore provide no warranties of any kind, express or implied, as to the effectiveness any techniques, diets or programmes that we deliver; or the results that you may achieve as a result of following our programs.

All testimonials shown on our website or in our content are real people who have followed the plans provided by us. For the avoidance of any doubt, however, they are not indicative of the results that you are likely to achieve, rather they are included as examples of the results that particular individuals have achieved.

14. Data Protection Policy

We request that all personal information that you provide is accurate, current and complete.

Any information which is collected using the Website including sensitive and personal information will be held by us in accordance with our Privacy Policy. You are responsible for ensuring that the user of the Website or registrant has given the appropriate consents.

All notices sent to you will be sent to the email address provided with your registration details (as updated by you). By accepting these terms you give your consent to receive communications from us by email and you agree that all agreements, notices, disclosures and other communications that we provide to you by email satisfy any legal requirement that such communications be in writing.

Any personal information that you provide to us in using the Website or as a member will be handled in accordance with our Privacy Policy which can be seen [here](#).

15. Intellectual Property

By providing any content for distribution by the us (such as before and after photographs) you expressly grant us a worldwide, royalty-free, perpetual, irrevocable licence to use, copy, store, perform, display and distribute such content.

The format and content of the Website is protected by Australian and international copyright and we reserve all rights in relation to our copyright whether owned or licensed to

us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us) which appear on the Website.

This Website or any portion of this Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not systematically extract and/or re-utilise parts of the contents of the Website without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website without our express written consent.

16. International Use

You shall comply with all foreign and local laws and regulations which apply to your use of our Website in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

17. General

These conditions are governed by and construed in accordance with the laws of Australia, and New South Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the Australian or New South Wales state courts, as the case may be.

If you breach these Terms of Use and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach. We will not be responsible for any breach of these Terms of Use caused by circumstances beyond our reasonable control.

Please note that we may make changes to these Terms of Use from time to time. We will notify any changes by us posting new terms onto the Website. In continuing to use the Website you confirm that you accept the then current Terms of Use at the time you use the Website. If you do not accept the amended Terms of Use then you must cancel your registration or subscription and the previous terms will continue to apply pending termination.