

# katherineflynn.net website terms and conditions

Thank you for visiting our website. This website is owned and operated by Heartspace International (ACN: 612 653 602) trading as katherineflynn.net. By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy available at: <https://static1.squarespace.com/static/59196670197aeaa5f49f75f2/t/5a5207c6e2c483af0fb9f59/1515325384049/Katherineflynn.net+Privacy.pdf>

You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means katherineflynn.net trading as Heartspace International.

## 1 Registration

You may need to be a registered member to access certain features of our website.

When you register and activate your account, you may provide us with personal information such as your name and email address, telephone number, insert details of other information collected. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

If you are under the age of 13 years, you may not create an account or register as a member. If you are 13 or older but under the age of 18, you represent that you have reviewed these Terms with your parent or legal guardian to make sure that you and your parent or legal guardian understand these Terms. If you are a parent or guardian permitting a person under the age of 18 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of our website and account;
- assume all risks associated with the Minor's use of our website and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on our website are suitable for the Minor;
- assume liabilities resulting from the Minor's use of our website and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our website and your account on this basis.

## 2 Collection Notice

We collect personal information about you to respond to your enquiry, process your registration or provide you with our service and for purposes otherwise set out in our Privacy Policy at: <https://static1.squarespace.com/static/59196670197aeaa5f49f75f2/t/5a5207c6e2c483af0fb9f59/1515325384049/Katherineflynn.net+Privacy.pdf>

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all our services or products to you. We may also disclose your personal information to recipients that are located outside of Australia.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at:

<https://www.katherineflynn.net/contact/>

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

### **3 Accuracy, completeness and timeliness of information**

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

### **4 Promotions and competitions**

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

### **5 Purchases**

These should include:

- You can purchase a product through the online store and should receive an order confirmation on completion of sale.
- Prices are subject to change and any promotions, discounts or coupons will only be valid according to the terms of issue and for the period stated.
- payment is authorised through Stripe which is a secure payment gateway.
- Limits to purchases include that they are authorised for use as per product statements.
- Some products are sold pre-launch and hence delivery will be in accordance with the commencement of the product or program.

- While we are insured we disclaim any liability or loss in connection with the exercises and advice herein. You undertake engagement with the products at your own risk and should seek advice before the commencement of a program or product.
- cancellation of orders is undertaken only in exceptional circumstances. If you need to seek a cancellation please email contact us at: <https://www.katherineflynn.net/contact/>
- As most products are digital, returns and exchanges are not possible. In cases of physical products such as merchandise the below clause is relevant.

IN AUSTRALIA, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS, AND OTHER LEGAL RIGHTS, UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT AND OTHER LAWS. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY THE AUSTRALIAN CONSUMER LAW OR THE COMPETITION AND CONSUMER REGULATION 2010 ARE EXPRESSLY EXCLUDED WHERE PERMITTED, INCLUDING LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION.

## **6 Linked sites**

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## **7 Intellectual property rights**

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## **8 No commercial use**

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## **9 Unacceptable activity**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

## **10 Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

## **11 Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner that it occurs in – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## **12 Jurisdiction and governing law**

Your use of the website and these Terms are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.