

Terms of Service

Last updated 19 August 2019

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR PARTICIPATION IN SERVICES OFFERED BY ALIS ALEXANDER AND YOUR USE OF THIS WEBSITE CAREFULLY.

1. Background

- 1.1 Alis Kirstie Alexander ABN 79 122 158 574 (I, My, Our, Her) provides this online Website that enables Corporate and Private users (Users) to book appointments and use other related content and functionalities (the Website).
- 1.2 In these Terms, a reference to You, Yourself or Your is a reference to corporations or private Users of the Website and participants in Yoga or Nutrition Services.
- 1.3 These Terms set out the basis on which You are permitted to access the Website and participate in Yoga Exercises and/ or Nutrition Services. By accessing and using the Website, You agree to be bound by these Terms and the Privacy Policy located at <https://www.alisalexander.com.au/privacy-policy> (Privacy Policy), as amended from time to time.
- 1.4 Alis Alexander may amend these Terms at any time by publishing the amended version on the Website or by otherwise providing notice to You, such as by email or notification in the Website. Any such amended version will apply to Your use of the Website from the date of its publication or a notice to You.

Yoga Classes and Nutrition Services

2. Participation in Yoga services with Alis Alexander

- 2.1 By booking a class via Alis Alexander's Website, making a payment and attending a Yoga related class, course, event or workshop, You hereby agree that the following terms and conditions and undertakings apply to the Yoga Exercises ("Yoga Exercises") to be provided to You by Alis Alexander:
 - (a) You are participating voluntarily in classes, workshops or events offered by Alis Alexander.
 - (b) You have been examined by a licensed medical practitioner ("Practitioner") within the past six months and have been found by such Practitioner to be able to perform all stretching, strengthening, breathing, meditative and Yoga related exercises ("Yoga

Exercises”) which You are to perform during Your participation in the yoga class, workshop or event organized by Alis Alexander.

- (c) You will faithfully follow all instructions given to You by Alis Alexander and her associated teachers, as to when, where, and how to perform and not to perform the Yoga Exercises.
- (d) You agree and acknowledge that participation in any Yoga Exercises could constitute a risk of serious injury to Yourself, including permanent paralysis or death. You voluntarily and knowingly recognize, accept and assume this risk and warrant that You are physically fit and able to perform the Yoga Exercises without risking serious injury, including permanent paralysis or death. You acknowledge that neither Alis Alexander, associated teachers or staff of the venue shall be, nor be deemed to be, responsible or liable (whether in contract or in tort or under any statute whatsoever), for any injury, illness or other mishap You sustain arising from or out of, or in any way directly or indirectly connected with the Yoga Exercises.
- (e) In participating in a Yoga related class, course, workshop or event with Alis Alexander You understand and acknowledge that You are to receive instruction in Yoga Exercises and theory only. Alis Alexander, associated teachers or staff of the venue, are not liable for, nor are expected to provide any advice, training or medical assistance other than in the form of Yoga Exercises.
- (f) You indemnify and will at all times hereafter will and sufficiently indemnify and keep fully indemnified Alis Alexander, associated teachers or staff of the venue from and against all actions, suits, causes of action, proceedings, claims, costs and expenses whatsoever which may be taken or made against Alis Alexander, associated teachers or staff of the venue or incurred or become payable by Alis Alexander, associated teachers or staff of the venue in connection with or arising out of any such injury, illness or mishap to You.
- (g) The fee paid for Your participation in Alis Alexander’s classes, workshops or events is non-refundable. Alis Alexander in her sole discretion may grant refunds to You without prejudicing any of her rights.
- (h) Alis Alexander reserves the right to cancel any event, in which case a full refund will be granted.
- (i) You indemnify Alis Alexander, associated teachers or staff of the venue against any loss or damage of Your personal belongings that may arise through Your attending this event, class or workshop.

3. Participation in Nutrition Services with Alis Alexander

3.1 By booking, paying and attending a Nutrition Service with Alis Alexander, You hereby agree that the following terms and conditions and undertakings apply to the Nutrition Services (“Nutrition Service/s”, “Consultation”) to be provided to You by Alis Alexander:

- (a) Alis Alexander is not a medical practitioner and the scope of Her Nutrition Services do not include treatment or diagnosis of specific illnesses or disorders. If You suspect You may have an ailment or illness that may require medical attention, then You are encouraged to consult with a licensed medical practitioner without delay. Only a licensed medical practitioner can prescribe medication. Any mention of medication in the course of Consultation is only for the purpose of providing a complete history of medication that You have/ are taking and it is not for Alis Alexander to judge the appropriateness of the medication. Any change in prescription or dosage is a decision that You make with Your medical practitioner.
- (b) Rather than dealing with treatment of disease, Alis Alexander focuses on wellness and prevention of illness through the use of wholefood, natural nutritional approaches to achieve optimal health. As a qualified nutritionist, Alis Alexander primarily educates and motivates You to assume more personal responsibility for Your health by changing habits and developing skills that encourage a healthy perspective, lifestyle, and diet.
- (c) While it is generally the experience that greater health and wellness occurs as a result of improving skills related to a person’s lifestyle and diet, Alis Alexander does not promise or guarantee You protection from current or future illness.
- (d) By participating in Nutrition Services, you acknowledge that you understand that Alis Alexander is a Nutritionist, not a medical practitioner, and that you should seek medical advice if you think you have a medical condition. Alis Alexander will not be held liable for failure to diagnose or treat an illness, nor will she be liable for failure to prevent future illness.
- (e) In participating in and receiving Nutrition Services you agree to provide, Alis Alexander with a complete and accurate account of any medical conditions that you may have and any medications that you are taking.

Use of this Website

4. Your access to the Website

- 4.1 You are granted access to the Website on the basis that You: (a) will comply with these Terms at all times; and (b) will comply with any reasonable request by Alis Alexander in relation to Your use and access of the Website.
- 4.2 By accepting these Terms, You are granted a limited, non-exclusive and revocable licence to access and use the Website. This licence may be issued to You on any further terms or limitations as determined by Alis Alexander.

5. Acceptable use and your obligations

- 5.1 In accessing or using the Website, You must ensure that You do not:
- (a) breach any laws, or encourage or assist the commission of any illegal act;
 - (b) infringe any person's rights, including intellectual property and proprietary rights, rights of confidentiality or contractual rights;
 - (c) include any material that contains any virus or harmful code, or program that is designed to impair the performance of the Website or any device accessing the Website;
 - (d) impersonate any other person;
 - (e) negatively impact any other User's ability to access and use the Website;
 - (f) publish or link to malicious content;
 - (g) vexatiously or frivolously use the Website;
 - (h) make a Booking via the Website, and fail to take all reasonable steps to either attend that Booking or provide reasonable notice of any cancellation; or
 - (i) engage in conduct that is unlawful, defamatory, obscene, threatening, harassing, abusive, slanderous, hateful or embarrassing to any other person, or which is reasonably likely to damage the reputation of Alis Alexander or Alis Alexander's services.

6. Availability of the Website

- 6.1 While Alis Alexander take all reasonable steps to limit any interruptions to Your access to the Website, You acknowledge and agree that:

- (a) Your access to the Website may be prevented by issues outside of Alis Alexander's control;
- (b) Alis Alexander does not promise continuous or error-free access to the Website;
- (c) the functionality of the Website may change or be improved from time to time; and
- (d) You are able to prepare for, or manage, unscheduled unavailability of the Website by:
 - (i) subscribing to the newsletter and keeping Your email address up to date,
 - (ii) printing hard copies of the information stored within the Website; or
 - (iii) contacting Alis Alexander directly.

7. Third party information

7.1 You acknowledge and agree that:

- (a) the Website provides links to third party websites;
- (b) Alis Alexander is not responsible or liable in any way for any information contained on any linked third party website; and
- (c) Alis Alexander provides and operates the Website only, and is not responsible for, or liable with respect to, the accuracy or completeness of any information or data which is provided or communicated to You via the Website by Alis Alexander or any Contributors to the Website, or any other user of the Website.

8. Data

8.1 The security of the Website and the privacy of Users is taken very seriously. You agree that:

- (a) You will not do anything to prejudice the security or privacy of the Website systems or of the information gathered and stored via the Website systems;
- (b) You are solely responsible for the security of Your details for accessing the Website; and
- (c) You will notify Alis Alexander immediately if You become aware of any unauthorised access to the Website. Keep your details safe, and report any security issues or concerns to Alis Alexander. And (this is important), make sure you do the right thing in terms of keeping the Website secure

- 8.2 Alis Alexander will do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards, however You accept that the internet is not a fully secure environment and Alis Alexander cannot accept responsibility for misuse or loss of, or unauthorised access to or disclosure of, information where the security of the information is not within our control. If You provide information via the internet, You do so accepting this risk. Like most ways of sending messages, the internet is not without risk. It's important for You to be aware of this, and to understand that some risks (like hacking) can be outside of Alis Alexander's control.
- 8.3 The amount of data that You can store in the Website may be limited, and You will be advised of such limitation. Data that is stored via the Website will be stored according to accepted industry standards.
- 8.4 Backups of the Website are performed in a reasonable manner at such times and intervals as are reasonable for business purposes. It is not warranted that Alis Alexander is able to backup or recover specific User content from any period of time, unless so stated in writing by Alis Alexander.

9. Privacy

- 9.1 By using the Website, You acknowledge and agree that:
- (a) Any personal information You provide to Alis Alexander via the Website will be collected and managed in accordance with Alis Alexander's Privacy Policy;
 - (b) any consent given by You through the Website is valid and binding unless and until revoked by You, and Alis Alexander or any instructor filling in for Alis Alexander may rely on a consent given through the Website without any need to further verify that consent;
 - (c) Alis Alexander may send You emails, text messages or other alerts for purposes such as confirming your booking, providing appointment and payment reminders, sending invoice/s, facilitating surveys and/ or providing updates and offers via newsletter (if you have subscribed); and
 - (d) Browsing information about You from Your use of the website may also be collected, which uses cookies (a small tracking code in Your browser) to improve Your experience while browsing. You may manage how You handle cookies in Your browser settings.
- 9.2 If, at any time, You provide or upload Personal Information or other information about someone other than Yourself to the Website, You warrant that You have that person's consent to You providing such information (including their Personal Information) to Alis Alexander for the purpose specified
- 9.3 If You provide anyone else access to the Website, then You consent to that person accessing the Website on Your behalf, including accessing Your personal information.

- 9.4 If You suspect any misuse or loss of, or unauthorised access to or disclosure of, personal information in connection with the Website, You must let Alis Alexander know immediately.

10. Intellectual property

- 10.1 Alis Alexander retains ownership of all intellectual property rights in and to the Website, including messages and content made available to You.
- 10.2 Nothing in these Terms transfers any intellectual property or proprietary rights in the Website. Except as permitted by these Terms or under the Copyright Act 1968 (Cth), You must not:
- (a) copy, upload, transmit, reproduce, distribute or in any way exploit or commercialise any services, content, technology or intellectual property rights obtained through Your use of the Website;
 - (b) reverse engineer, decompile, modify, translate, use for competitive analysis, create derivative works from, disassemble, disable or tamper with any part of the software forming part of the Website; or
 - (c) rent, lease, lend, resell or sub-licence Your rights to use and access the Website.
- 10.3 You grant Alis Alexander a royalty-free, sub-licensable, transferable, irrevocable, worldwide and perpetual licence to use, reproduce, adapt and display any contributions You make to the Website in connection with its operation by Alis Alexander, including without limitation insights, ideas, feature requests, suggestions or other information provided by You with respect to the Website.

11. Liability and indemnity

- 11.1 To the extent permitted by law, You acknowledge and agree that:
- (a) Your use of the Website is at Your own risk;
 - (b) You are solely responsible for Your use of the Website and for the accuracy and suitability of any information or data that You upload to, or obtain from, the Website;
 - (c) Alis Alexander makes no representation or warranty that an appointment time is actually available or that You will receive a confirmation of a Booking request. It is Your responsibility to contact Alis Alexander if Alis Alexander experiences in issues with Your booking request, Booking or Reminder made via the Website, including any delay;

- (d) the Website does not provide medical advice, nor does it hold itself out to provide medical advice;
 - (e) The material that appears on the Website is for educational purposes only. The statements, information, and products found on the Website are not intended to diagnose, treat, cure or prevent any disease. The information found on this web site should not be considered as complete and should not be used in place of seeking individualised care from a physician or other health care provider.
 - (f) Alis Alexander is not responsible or liable for the conduct or activities of other third parties, including any individual that may act as a relief instructor; and
 - (g) under no circumstance will Alis Alexander be liable for:
 - (i) any illness, injury, or death resulting from use of the Website; or
 - (ii) any other any direct or indirect, incidental or consequential damages, loss or corruption of data, or any other similar or analogous loss resulting from Your access to, use of, or inability to use the Website or any content, whether based on warranty, contract, tort, negligence, in equity or any other course of action, and whether or not Alis Alexander knew or should have known of the possibility of such loss.
- 11.2 You agree to indemnify Alis Alexander for any loss, damage or claim (including the loss or corruption of data, goodwill, bargain, opportunity or of anticipated savings) that Alis Alexander may suffer or incur as a result of any breach by You of these Terms.
- 11.3 Certain rights and remedies may be available under the Competition and Consumer Act 2010 (Cth) or similar legislation of other States or Territories, and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, Alis Alexander together with related entities exclude all conditions and warranties that may be implied by law.

21. General

- 12.1 You acknowledge that You have not relied on any representation, warranty or statement made by Alis Alexander, other than as set out in these Terms or the Privacy Policy.
- 12.2 No clause of these Terms will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 12.3 The laws of the state of Victoria, Australia govern these Terms, and You agree to the nonexclusive jurisdiction of courts in the State of Victoria, Australia for any disputes which might arise.
- 12.4 Any clause which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.

- 12.5 You may not assign or otherwise create an interest in Your agreement with Alis Alexander without prior written consent. Alis Alexander may assign or otherwise create an interest in her agreement with You under these Terms by written notice to You.