

TERMS OF USE

Lee-Anne Holistic Health & Beauty [ABN 78357105982] (“we, us, our”) operates this website at www.lee-anne.com.au. Your use of this website and services is conditional upon you accepting these terms of use, and any other terms and conditions and policies we publish or link to on our website and services (“Terms of Use”). “You” could be a website browser, customer, client, contributor of content or any other user. By accessing or using our website and services, you are agreeing to be bound by these Terms of Use; if you do not agree, you cannot use our website and services, so please surf elsewhere. We may change these Terms of Use at any time, and by continuing to use or access our website and services, you are accepting those changes.

You must be 18 years old or older to use our website and services. You agree to provide current, complete and accurate information to us, and promptly inform us of any updates to your information.

You must not use our website and services:

- for any unlawful purpose;
- to infringe any law, or regulation;
- to infringe intellectual property laws including, but not limited to, any copyright laws;
- to transmit any destructive code such as worms, viruses or malware;
- to collect or track the personal information of others.
- to interfere with or circumvent the security features; or
- to spam, phish, spider, or scrape information.

HOW IT WORKS

Our website is a directory listing site that facilitates the introduction of various services by our members to you. Whilst we use our reasonable endeavours to ensure our members listings on our site are accurate, and complete, we have no obligation to monitor the member content, and we are not liable for any unauthorised or unlawful content. We are not involved in the interaction between you and any members, or between members, but only facilitate their introduction.

Whilst we use our reasonable endeavours to only list members good that are of suitable quality, safety and legality, we cannot guarantee that any member goods offered will be of suitable quality, safety or legality. If you have a dispute with a member, you must resolve it with that member, and you release us from all Claims arising out of or in any way connected with such disputes.

RELIANCE ON ADVICE DISCLAIMER

We may provide information on our website that may be classed as legal, business, financial, medical or health information. Whilst we exercise due care in ensuring its accuracy, sometimes it may not be accurate. There may be typographical errors, or it may be based on an opinion of the author that is not widely held.

Sometimes the information or advice may be historical information. Sometimes the information or advice may be based on primary sources of material, contemporary thinking, regulations or laws which existed at the time of publication, and these will change from time to time.

Sometimes the information or advice may not be complete. We have no obligation, and do not warrant that we will update the information or advice, or correct errors, or provide complete materials. We recommend that you consult more primary, accurate, complete and timely sources of information. We do not guarantee that the information on our website is accurate, complete or current. We are not liable for any Loss or damage due to negligence or otherwise arising from your reliance on any advice or information on this website.

We cannot take into account your personal situation or your personal goals or objectives when providing information or advice on our website. You must consider whether or not the information and advice is appropriate to your needs. This website is not a substitute for independent professional advice and any reliance on this information is at your sole risk. We strongly recommend that you obtain independent professional advice before making any decisions or taking steps towards reliance on this advice. For example, do not use any medical information to diagnose, treat cure or prevent a disease.

VISITOR CONTENT

We encourage you to engage with our website; however, we do not recommend that you include any personal information in your posts, so as not to encourage any spam. You also post on the condition that you agree that we may, at any time and, without compensation to you, edit, copy, distribute, and otherwise use any posts that you make. We have no obligation to reply or engage with your posts. When you post to our website, you must comply with our content standards as follows: You must not post:

- any inappropriate or offensive content, including but not limited to, any messages with insults or profanity, messages which are religiously, racially, or sexually offensive, or threatening or abusive;
- any illegal content including, but not limited to, any content which breaches confidentiality or anything defamatory;
- anything that violates the rights of any third party, including but not limited to, any intellectual property rights of a third party such as copyright, or trademark, or a third party's privacy;
- any immoral content, including but not limited to, anything pornographic or obscene; or
- any content that impersonates any other person or misleads us or third parties as to the origin of your posts.

Where posts do not comply with our content standards, or are otherwise objectionable we may, but do not have any obligation to, edit or remove the content. Any breach of these content standards will constitute a breach of these Terms of Use and we may immediately terminate your use of our website. You are responsible for all your posts and their accuracy, completeness and timeliness. We are not responsible for any of your posts or any third party posts.

INTELLECTUAL PROPERTY

All of the Intellectual Property Rights in our website and services are owned by or licensed by us. This includes, but is not limited to, rights in all brand names, logos, slogans, images, photographs, copy, drawings, art, literature, music and video which appear on our website and services. We grant you a non-exclusive, royalty-free, revocable, worldwide licence to use our website and services for your personal use only. You must not reproduce, duplicate, copy, sell, resell or exploit the website or services in any way. In particular, you must not use our website or services for any commercial purposes without our prior written consent which is given or withheld at our sole discretion. Any use beyond your sole personal use will be conditional on the payment of license fees, and acknowledgement of our moral rights under the *Copyright Act 1968* where applicable. Please contact us at healthyself@lee-anne.com.au to seek consent for any other use.

TERMINATION

We may refuse to provide this website or services to you, or anyone, for any reason, at any time. In particular, if you breach these Terms of Use we may immediately terminate your use of our website and services. We can also change, suspend, or stop our website or services or any part of them at any time, for any reason, and without notifying you. We are not responsible to you for any changes, or if we suspend or stop our website and services.

OUR CONTENT

Sometimes content on our website and services will not be accurate, complete or current. Sometimes content may be incorrect or outdated. We have no obligation, and do not warrant that we will correct errors, provide complete materials, or update information or any content. Any reliance on the content on our website and services is at your own risk.

THIRD PARTIES

Our website and services may include third party links. We have no control over third party links and websites, and we are not responsible for third party materials, content, websites or their products or services. Any purchase by you of products or services or any transaction with a third party is a contract between you and them, and we are not to be involved. You need to direct any concerns directly to that third party.

NO WARRANTIES

We do not represent or warrant that your use of our website and services will be uninterrupted, timely, secure or error-free. We may also remove the website and services on it for indefinite periods of time or cancel the website and services at any time, without notice to you. Our website is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions concerning, title, non-infringement or fitness-for-purpose.

LINKING TO OUR WEBSITE

You must not link from your website to our website without our prior written consent.

LIABILITY AND INDEMNITY

Your use of, or inability to use our website and services is at your sole risk. To the maximum extent permitted by law, we are not liable for any Loss or damage arising from your use of our website and services including, but not limited to, any errors or omissions in any content, your reliance on advice and information, any visitor posts and content, any links to third party websites, any interruptions, any changes, suspension or termination of our website and services.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of these Terms of Service, including but not limited to your breach of any visitor content standards, or your violation of any law or the rights of a third-party, or third party links and services. You further agree to indemnify us and to keep us indemnified from any Claim arising out of or in connection with any communications, meetings or transactions with any member listing on our website.

IF THERE IS A DISPUTE

If at any time our listing service is not reasonably acceptable to you or we disagree on the quality of our services you will immediately notify us of any such reason, the specifics and will give a reasonable opportunity for us to respond and address any concerns.

If a dispute arises, you acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

OTHER

These Terms of Use are to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. The failure by us to exercise any right, or enforce any provision in these Terms does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in these Terms of Use survive termination of this Agreement.

DEFINITIONS

Claim means any claim, under statute, tort, contract or negligence, any demand, award.

Intellectual Property Rights means all copyright, trademarks, design rights, patents, trade secrets and confidential information whether registered or unregistered.

Loss or damage means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, personal injury, death, property damage and legal costs.

We, us, or our means Lee-Anne Holistic Health & Beauty [ABN 78357105982] and includes any of our directors, officers, employees, agents, partners, contractors .

Website and services means www.lee-anne.com.au, and everything available on this website including, but not limited to, any products and services.

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