

## Living With Intention - Terms and Conditions

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These terms and conditions apply to the use of this website, including the Living With Intention Courses and the purchase of products and materials over this website. In using this website for these or any other purposes, you agree to be bound by these terms and conditions.

The website contains content that can be accessed by the general public as well as content that is available to Registered Users only and is accessed by entering a user ID and password.

Please read these terms and conditions carefully prior to enrolling as a Registered User or purchasing any products or services from us (whether as a guest or a Registered User).

If you do not accept these terms and conditions, you must refrain from using the website. Access to this website is permitted on a temporary basis and we reserve the right to withdraw or amend access at any time.

By ticking the box and enrolling as a Registered User or by purchasing any materials or products, you acknowledge that you have read and accepted these terms and conditions (whether as a guest or a Registered User).

These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website.

### Terminology

In these terms and conditions, the expressions “we”, “us” and “our” are a reference to The Age of Alchemy Pty Ltd Tas Living With Intention (ACN 621 124 409). The expressions “you” and “your” are a reference to you as the website user.

### About the Living With Intention Course

The Living With Intention Course has been designed by Andy Fox, a Coach/Mentor and certified Trainer of the HeartMath® Institute. By using the research, tools and principles of the HeartMath® Institute together with Andy’s own research and experience, the Living With Intention Course has been designed to assist you to learn how to live from your heart and have awareness around how you created your story. The HeartMath® Institute’s website is located at the URL: <https://www.heartmath.org/>

### Learning and Support

Through information and exercises designed for you to undertake at your own pace, the Living With Intention Course seeks new strategies to implement in daily life.

The Living With Intention Course is presented as a series of modules. The Living With Intention Course contains PDF downloadable materials, audio materials, access to live webinars and membership to a Facebook® group with other participants.

What you achieve out of the Living With Intention Course depends on your level of participation and overall willingness to embrace and implement change. You are responsible for your level of participation and the results that follow. We recommend that, as with any learning environment, you should dedicate time solely to undertake the Living With Intention Course modules and surround yourself in an environment conducive to learning - for example, by turning off all distractions.

The Living With Intention Course does not offer individualised consultations. However, you should feel free to contact us via the Facebook® group and we encourage participants to share their experiences with other participants.

If you have any concerns about the Living With Intention Course content, you should raise these with us directly so that we can work through your concerns. We will endeavour to respond to questions raised by you within forty eight (48) hours of receipt of your query.

### **Registration – Living With Intention Portal**

In order to be able to provide you with the Living With Intention Course pursuant to these terms and conditions, you need to become a Registered User.

To become a Registered User, you must complete your registration details in the manner described on this website and set up an account. You must not set up an account for anyone else without permission from us and you agree not to create multiple accounts for yourself. You may also become a Registered User through the LWI Community or other social media platforms.

Registration will give you access to the Living With Intention Course for a period of twelve (12) months and is non-transferable.

Once registration is completed and your payment is received, we shall provide you with a username (email) and password for use by you to access the Living With Intention Portal and the services offered by us. You undertake to keep your username and password confidential, and not to allow use by third parties. You will be responsible for any use of your login details and any consequences of use.

We reserve the right to refuse requests to register user accounts in our sole discretion including requests for user logins which are the same as or similar to existing user logins or are inappropriate, offensive, obscene, abusive or defamatory, and logins which infringe copyright, contain brand names, company names or registered trademarks, contain names of high profile or public figures or names promoting political, religious, social or economic issues.

We shall not be liable for any damage to or loss of income by Registered Users and/or any third parties as a result of the loss or theft of a user name/password and/or as a result of the use thereof made by a third party.

We reserve the right to terminate your registration for the Portal at any time if you breach these terms and conditions.

Registration is only open to you if you are 18 years old or over. If you are under 18 years of age you must not register as a Registered User. If you are under the age of 18 you must get your guardian or parent to register on your behalf.

### **Payment**

The cost of registering to participate in the Living With Intention Course is shown on the website at [www. http://livingwithintention.com.au/](http://livingwithintention.com.au/).

You acknowledge that you are financially able to enrol in the Living With Intention Course, that you are enrolling by choice, and that by doing so, you are not incurring any economic hardship in any way.

Payment may be made in full up-front or you can choose to enter an instalment plan on the following terms:

1. You agree to pay the full price of the Living With Intention Course as advertised on the Website by way of instalments.
2. You authorize us to deduct the instalments from your nominated credit card in accordance with the Living With Intention Course payment terms advertised on our website.
3. You agree that there will be sufficient clear funds available in your nominated account on the scheduled instalment date.

4. If your payment is declined, you agree to pay us any fees that that are charged because of your missed payment.
5. Access to the Living With Intention Course will be suspended where there is a payment default.

### **Obligations of Registered User in our Living With Intention Portal**

You may only use our website for lawful purposes. You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.

By becoming a Registered User in our Living With Intention Portal, you agree to abide by the following terms and conditions:

- you will be responsible for all aspects of the content you provide;
- you will not use the website in any manner which in any way breaches any applicable local, national or international law or regulation;
- all content you provide should be up to date, accurate and not misleading;
- you acknowledge that any information or material submitted by you is and will be treated by us as non-proprietary and we may use such material to provide the Living With Intention Courses;
- you warrant that any information or material you submit is not fraudulent, defamatory and does not infringe the intellectual property rights, confidentiality rights, or privacy rights of any person;
- you will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or racist or otherwise harmful (or potentially harmful) to any person;
- you must have all licences, clearances, permissions and releases necessary in respect of any copyright subsisting in information or material submitted by you or on your behalf so that your content can be used;
- you agree not to post or transmit any unsolicited advertising or promotional materials;
- you must not claim, engage in any conduct or make any representation the effect of which would suggest that you are our agent;
- you are responsible for protecting the confidentiality of your username and password;
- we reserve the right to remove any content (whether posted by you or not) from our website in our sole discretion, but are not required to do so. If we do remove content you have posted, we are under no obligation to notify you we have done so. You acknowledge that we do not screen or moderate all content posted to the website.;
- you warrant that all work and material in which you claim ownership is your original work and not sourced from any third party;
- you will not post any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;

By breaching these terms and conditions, you may commit a criminal offence under Australian law. We will report any such criminal breach to relevant law enforcement authorities and will cooperate with those authorities in any investigation conducted by them. Your ability to use this website will cease immediately in the event of a breach.

## **Warranty as to Status**

By accessing materials via this website or placing an order to purchase materials, you warrant that:

1. you are legally capable of entering into binding contracts;
2. you are at least 18 years old or that you have parental or guardian permission to your use of the website.

## **Money Back Guarantee**

If you decide that you do not wish to commence, or continue, the Living With Intention Course within a fifteen (15) day cooling off period from the earlier of paying us any money or registering as a Registered User you may notify us in writing that you do not wish to continue and we will refund the money you have paid to undertake the Living With Intention Course.

To the extent permitted by law, refunds will not be provided for cancellations following the fifteen (15) day cooling off period.

Naturally, you will be required to delete or destroy any materials you have downloaded prior to notifying us that you wish to not proceed.

## **Ordering procedure for purchase of materials**

By placing an order, you may offer to purchase materials or products described on this website for the price specified on this website. All orders are subject to availability and confirmation of the order price.

Your order must contain your name, email address, credit card details and any other ordering information specified on this website.

We will send a confirmatory email that will contain details of the products you have ordered along with delivery charges. If you have ordered downloadable materials the email will contain details of how you may download them.

You may not cancel an order once it has been submitted, even if our acceptance or rejection of your offer is still pending. We are not required to give reasons for rejecting your offer to purchase.

If we reject your offer to purchase the goods for any reason, neither of us will be under any further liability to the other arising out of your original offer or our non-acceptance of that offer.

If we have not responded to you within seven days, your offer will be deemed to be rejected.

We give no undertaking as to the availability of products advertised on this website.

Delivery of the goods to you will be effected in the manner described on this website.

Title in the goods does not pass to you until payment has been received.

Dispatch times may vary according to availability and any guarantees or representations as to delivery are subject to postal and other delays outside our control. Risk of loss or damage to the goods passes to you upon dispatch.

Payment must be effected in the manner described on the website. Prices are inclusive of goods and services tax. In all other respects, the price is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of goods.

All amounts are stated to be in Australian dollars. All purchase prices include GST (where applicable) except where specifically stated otherwise.

Delivery costs will be charged in addition to the price stipulated.

A surcharge may be applied to the use of credit cards.

You will be responsible for payment of any import duties and taxes that may be applicable. Please note that we have no control over these charges and cannot predict their amount. You should contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### **Cancellation due to error**

You acknowledge that despite our reasonable precautions, products may be inadvertently listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. We reserve this right up until the time of delivery of goods to you. If a cancellation of this nature occurs after your credit card has been charged for the purchase, we will issue a credit to your credit card account for the amount in question.

### **Availability of Website**

We will not be liable for any reason if our website is unavailable at any time or for any period. From time to time we may restrict access to some part of our website or to our entire website.

Our website is intended for use by people resident in Australia and refers to products and/or services which are available in Australia but may not be in your particular country or locality. We do not imply or warrant that these products or services will be available in your locality. Some restrictions are placed on the extent to which we accept orders from certain other countries. Please review our ordering and shipping page prior to ordering products from us.

### **Disclaimer**

The Living With Intention website and Course are an educational and support program provided to assist you to develop skills and tools to implement in your daily life. Results will vary between participants. We do not provide any promise or guarantee of any specific result or outcome and are not responsible for anything related to you including but not limited to achieving personal goals, improvement in your health, business success, or income generation. Nothing in the Living With Intention Course is intended to be considered medical or mental health advice and you should always consult a specialist before making changes that impact your health, whether mentally or physically.

You use this website at your own risk. This website and its contents are provided for a general audience on an as is basis and, except as and to the extent required by law, is provided without warranties of any kind, including but not limited to, implied warranties as to merchantability or fitness for purpose and non-infringement. The material available through this website does not purport to be and should not be construed as specific financial, legal or other advice tailored to any one individual.

All information provided by us is provided in good faith. You accept that any information provided by us is general information and is not in the nature of advice particular to any specific set of circumstances. We derive our information from sources which we believe to be accurate and up to date as at the date of publication and we reserve the right to update this information at any time.

We do not make any representations or warranties that the information we provide in the website is reliable, accurate or complete. You should make your own inquiries and seek independent advice from relevant industry professionals before acting or relying on any information or material provided by us or which appears in our website or is accessed through our website.

We do not give you any assurances that any information contained on this website will be suitable for your purposes or that it will be error-free. You agree that you will not rely on the any such information

or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.

We make no warranty that products acquired from us over this website will meet your requirements. In particular, we make no warranties of merchantability or fitness for a particular purpose.

Nothing in these terms and conditions excludes, restricts or modifies any condition, warranty, right or liability implied in these terms and conditions or protected by law to the extent that such exclusion, restriction or modification would render these terms and conditions or any provision of these terms and conditions void, illegal or unenforceable. Subject to that:

- 1 we do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this web site or any linked web site, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this web site;
- 2 any condition, warranty, right or liability which would otherwise be implied in these terms and conditions or protected by law is excluded; and
- 3 we do not accept liability to you in respect of any loss or damage which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to or in any way connected with this web site or respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.

To the maximum extent permitted by law, we are not liable for any indirect or consequential losses even if such losses result from a deliberate breach of these Terms and Conditions by us including:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) waste of management or office time.

Our maximum aggregate liability to you arising from or connected with these terms or the operation or use of the website that is not already limited under this section will not exceed \$AUD100.00 in the aggregate.

You acknowledge that:

- 1 prior to entering into these terms and conditions you have been given a reasonable opportunity to examine and satisfy yourself regarding all products and services which are the subject of these terms and conditions and that prior to entering into these terms and conditions you have availed itself of that opportunity; and
- 2 at no time prior to entering into these terms and conditions have you relied on our skill or judgment and that it would be unreasonable for you to do so.

The application of the *United Nations Convention on Contracts for the International Sale of Goods* (the *Vienna Convention*) to these terms and conditions (by virtue of any law relevant to these terms and conditions) is excluded.

Pursuant to s 64A of the *Australian Consumer Law* (under the *Competition and Consumer Act 2010* (Cth)):

- 1 this sub-clause applies in respect of any of the goods or services supplied under these terms and conditions which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this sub-clause will not apply if you establish that reliance on it would not be fair and reasonable;

- 2 liability for breach of a guarantee conferred by the *Australian Consumer Law* (under the *Competition and Consumer Act 2010* (Cth)), other than those conferred by ss 51–53 of that Law, is limited:
- (a) in the case of goods, to any one of the following as determined by us:
    - (i). the replacement of the goods or the supply of equivalent goods; or
    - (ii). the repair of the goods; or
    - (iii). the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (iv). the payment of the cost of having the goods repaired;
  - (b) in the case of services, to any one of the following as determined by us:
    - (i). the supplying of the services again; or
    - (ii). the payment of the cost of having the services supplied again.

### **Exception to disclaimer**

This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability if, and to the extent, such liability cannot be lawfully excluded, including without limitation:

- (a) for death or personal injury caused by our negligence;
- (b) under Australian Consumer Law;
- (c) for fraud or fraudulent misrepresentation;
- (d) for any deliberate breaches of these terms and conditions by us that would entitle you to terminate the contract between us.

### **Specific Warnings**

You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

It remains possible that some users or hackers may post, transmit or otherwise communicate offensive, obscene or inappropriate materials on the website and that you may involuntarily be exposed to such materials or that others may obtain some personal information about you through your use of the Living With Intention, and that the recipient may use any such information to harass or injure you. We are not responsible for information that you choose to disclose to others – you choose to do so at your own risk.

Details contained on this website relating to products or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on this website concerning those products or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from this website.

You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

## **E-newsletter**

You may sign up for our E-newsletter. We will send you emails on the proviso that you agreed to receive news, information about our activities and general promotional material which we believe may be useful to you. If you would like to unsubscribe, please follow the instructions at the bottom of your email.

## **Copyright**

We are protected by copyright laws and treaties throughout the world. Copyright in this website (including text, graphics, logos, icons, sound recordings and software) and in the Living With Intention Course materials is owned or licensed by us. We reserve our rights.

In consideration of your payment of the fees and becoming a Registered User, we grant you a non-exclusive, non transferable, revocable licence to download and use the content and materials of the Living With Intention Course for personal development purposes only. You are not permitted to assign, transfer or sublicense your rights to use to any other person. The licence to use the materials and right to participate in the Living With Intention Course is personal to you only.

Other than as may be authorised specifically within this website or for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- commercialise any information, products or services obtained from any part of this website;

without our written permission.

You may display, store and print the material and content supplied for your personal use only. Nothing in these terms and conditions transfers any interest, title or ownership in any copyright material to you.

If you use any materials in breach of these terms and conditions, your right to use the website and materials will cease immediately.

## **Trade marks**

Except where otherwise specified, any word or device to which is attached the <sup>™</sup> or <sup>®</sup> symbol is a registered trade mark. No licence or interest in any of our trademarks is granted other than as specifically provided in these terms and conditions. Notwithstanding anything else in these terms and conditions, no title or ownership in any of our trademarks is transferred to you.

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- in or as the whole or part of your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services (including this website).

You must not alter, remove or obscure any copyright, trademark or other proprietary symbol from any materials obtained from us or through the use of the Living With Intention website or the Living With Intention Course.

## **Restricted use**

Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

## **Indemnity**

You release and indemnify us, our servants and agents against any and all actions, claims, proceedings and demands (including the cost of defending or settling any action, claim, proceeding or demand) which may be instituted against us arising out of a breach by you of these terms and conditions or arising as a result of your negligent or wilful misconduct in connection with the provision of information or material including about your contact details, delivery address or credit card details pursuant to these terms and conditions.

You release and indemnify us for any and all loss or damage (including without limitation any indirect or consequential loss or damage) we may suffer or incur as a result of any use by us of any information or material provided by you.

## **Links in this Website**

This website may contain links to other websites ("*linked websites*"). Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked websites.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

Responsibility for the content of advertisements appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

## **Links to this Website**

You may link to our homepage, provided you do so in a way that is fair and reasonable and that does not damage our reputation, but you must not link to our website in any manner that suggests an association, approval or endorsement that does not exist.

Except as otherwise specifically stated in these terms and conditions or on the terms of any agreement separately agreed by us, we give no licence to exercise any intellectual property rights in anything (including information and content such as films, sound recordings, literary works and artistic works, whether in a material form or not) on or accessible via this website and neither you nor any person permitted by you or subject to your directions or control who may be able to access any materials shall exercise any such intellectual property rights, including the right to reproduce the materials. Without limiting the preceding sentence, any uses or disclosures (including reproductions and communications to the public) of any materials by you and by any other persons permitted by you or subject to your directions or control must be subject to you:

- ensuring that those uses and disclosures are undertaken at your and their own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
- ensuring that all links to any materials are never presented or useable in a way where the

presentation or use of the link does not make it obvious to a viewer or user of the links or linked materials that the source of the materials is this website;

- ensuring that anyone by whom your and their links to the materials may be used or disclosed are the same as those who may access the materials directly from this website;
- ensuring that anyone by whom your or their links to the materials may be used or disclosed are not able to circumvent limits (including technological restrictions and as to location) applying in respect of the materials were the materials to be accessed or sought to be accessed directly from this website rather than via their links; and
- being otherwise subject to our directions, including any take down, cease or desist directions.

### **Privacy Policy**

Please review our Privacy Policy which also governs your visit to, enrolment on, and any orders from, our website with regard to any personal information you provide.

We undertake to comply with the terms of our privacy policy which is linked to these terms and conditions.

### **Communication with us**

Some laws may require that information or communication we send to you should be in writing. When using the website you acknowledge and agree that we will communicate mainly by electronic means. We will contact you by email or post notices on the website. You acknowledge and agree that all communications that we provide electronically comply with any legal requirement to communicate in writing.

We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so. Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

### **Cookies**

We utilise “cookies” which enable us to monitor traffic patterns and to serve you more efficiently if you revisit the website. A cookie does not identify you personally but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

### **Security of information**

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. You acknowledge sole responsibility for and assume all risk arising from your use of this website.

### **Termination of access**

Access to this website may be terminated at any time by us without notice.

### **Governing law**

These terms and conditions are governed by the laws in force in the state of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction and the Courts of appeal therefrom.

## **Amendments to Terms and Conditions**

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

We encourage you to check these terms and conditions from time to time to ensure that you remain aware of any changes that may have happened.

## **General**

We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.

## **Severability**

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

## **Waiver**

Any waiver of a breach by you of a term or condition will not constitute a waiver by us of any rights in relation to a breach of any other terms and conditions or any future breach by you and does not mean that those rights will automatically be waived on any other occasion.

## **Assignment**

You will not transfer any of your rights and obligations under these terms to anyone else without our consent. All of our rights and obligations under these terms are freely assignable by us.

## **Entire Agreement**

These terms and conditions constitute the entire agreement between us and you and supersede any and all prior or contemporaneous representations, warranties and agreements between you and us.

## **Customer Services**

Please address any queries or complaints to our Customer Services team:

**Email:** [info@livingwithintention.com.au](mailto:info@livingwithintention.com.au)

**Phone:** +61 3 5249 5570

**Office Hours:** Monday - Friday 9am – 5pm (EST).  
After hours, an automated voice mail system is available.

**Mail:** Living With Intention  
PO Box 62  
Belmont., Vic, 3216  
Australia

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