



ONLINE PROGRAM TERMS AND CONDITIONS

WHO THESE TERMS APPLY TO

Natural Spectrum Health ABN 63462030318 (**we, us or our**) owns and operates this platform and the online program material content and resources (**Content**).

As the program purchaser, you are referred to as **you or your** throughout these terms and conditions (**Terms**).

SCHEDULE TO THESE TERMS

<p>The Restless to Calm Program Details <i>(what is included in the Program)</i></p>	<p>The Program details are:</p> <ul style="list-style-type: none"> 3 x 60 min consultations Access to Drop-In-Clinic Hour twice a month HTMA mineral analysis test 6 months online portal access to checklists, handouts, instructional videos Sample meal plans The Big Book of Recipes eBook Additive Smart Shopping guide eBook (2019) BONUS access to the ADHD Food Detective Program BONUS access to Nourish In 20 audio series BONUS access to Additive Smart mini course BONUS access to Fussy Eaters mini course (when completed)
<p>No Guarantees <i>(As set out in these Terms we cannot guarantee any specific results as a result of our Program and in particular, cannot guarantee results for the items listed in the right hand column)</i></p>	<p><i>As this is a program that addresses health, we cannot make promises that your child's health will be 100% optimal by the completion of the program.</i></p>
<p>Governing Law</p>	<p>New South Wales</p>
<p>Privacy Policy</p>	<p>https://www.ruthfellowes.com.au/privacy-policy/</p>

PART ONE – THE PROGRAM

1. Welcome

1.1 We own and operate the program (**Program**) and provide it through several different methods, including our website <https://www.ruthfellowes.com.au>, dialogue with you, email, and other forms of communication. All of the platforms we use and the ways we communicate with you are referred to as the **Platform** in these Terms and include any website or third party forum such as Facebook or Zoom that we use.

1.2 These Terms come into effect when you register for the Program. In enrolling in the program you agree to these Terms applying to you.

2. Our contract with you

2.1 When you enrol in the Program, we will send you an email confirming receipt of your enrolment and confirmation you are accepted in the program. It is at this point a contract is in place between us.

2.2 To undertake the Program, we grant you a licence for personal and for non-commercial use for the limited, revocable, non-exclusive and non-transferable participation in the Program.

2.3 As part of that licence and the participation in the Program, you agree not to copy, reproduce, distribute or use the content included in our Program (**Content**). Further, you agree not to sell, transfer, lease, modify, distribute or publicly perform the Content.

2.4 If you breach this agreement by sharing our information or misusing it, we reserve the right to end your participation in the Program before it ends at our discretion.

3. Pricing of the Program

The Price of our Program is discussed with you at the time of purchase. While we try and ensure that all details, descriptions and prices that appear in written form are accurate, errors may occur. Where we become aware of any such error, we will endeavour to correct it as soon as we are reasonably able.

4. Payment

4.1 Payment must be made by the method you choose from our Platform and may be paid upfront or on a payment plan, depending on the price of the Program and our payment options (**Payment**).

4.2 Payment may be subject to additional fees, terms and conditions imposed by the third party payment processor we use (if any). Where a third party payment processor is used for Payment, please review the relevant fees and terms of that processor before choosing your payment method.

4.3 You will be charged in Australian dollars unless advised otherwise and where applicable, Goods and Services Tax (**GST**) will be added to the price.

5. The Program

The Program inclusions are set out in the Schedule to these Terms. We reserve the right to make changes to the Program at any time if we feel that they will be beneficial to the students in the Program at any given time. If we do propose to make a change, we will provide reasonable notice where we are able if you are mid-way through a Program, noting no such requirement is applicable where you have finished or graduated from a Program.

6. Your Obligations

When you register for the Program, you are making an agreement with us that you will:

- (a) have access to an adequate internet connection;
- (b) be able to participate in the Program without any interruptions;
- (c) undertake the Program content as directed by us; and
- (d) not record any sessions of the Program without our permission.

7. Coaching Sessions (1 on 1 or group sessions)

Any one on one coaching sessions and group coaching sessions with a practitioner included in the Program (**Coaching**) is provided to you on the following basis:

- (a) Coaching is not intended to be a substitute for psychological care or counselling or other advice and if this is required, we encourage you to seek an appropriately qualified professional for advice;
- (b) you and your practitioner are required to uphold confidentiality with regards to any information shared during a session (including group sessions);
- (c) group Coaching sessions are run at a set time and date and cannot be changed; and
- (d) where one on one coaching is applicable, you agree to provide reasonable notice to cancel or postpone a booked Coaching session and that in cancelling a session and not re-scheduling for a time within the Program time frame you may forfeit your right to the Coaching session.

8. Refund Policy

In signing up to this Program, please note that we do not give refunds if you change your mind. Any refund will be at our absolute discretion. If you are unable to participate in the Program, we may choose, at our option, to postpone your participation to the next offering of the Program and this is our default option where you cannot participate in the dates for the intake of the Program into which you have enrolled.

PART 2 – PLATFORM, IP, LIMITATION OF LIABILITY & OTHER GENERAL CLAUSES

9. Platform

When we refer to our Platform it also includes references to third party platforms, we use to deliver the program to you and which we currently use as at the date of these Terms or may use in the future. By accessing and/or using our Platform, you warrant to us that you:

- (a) have reviewed these Terms and our Privacy Policy and note that these two documents together form our agreement with you;
- (b) acknowledge and agree that any use of a third party platform means you will be subject to the terms and conditions of that platform as well as these Terms;
- (c) have the legal capacity to enter into this agreement, or if you are under 18 years of age, you have your parent's or legal guardian's permission to access and use the Platform and they have agreed to the Terms on your behalf; and
- (d) agree to use the Platform in accordance with these Terms.

10. Limitation on claims

10.1 We have no liability to the extent that a failure of the Content or your use or implementation of the Content or the associated Coaching is caused by any act or omission on your part.

10.2 We do not guarantee that you will experience any change or transformation in your life and/or business as a result of participating in the Program.

10.3 Our liability for failure to comply with a consumer guarantee under the Australian Consumer Law is limited to repair, replacement or re-supply of the goods or services.

10.4 Subject to Clauses 10.1, 10.2, 10.3 and 10.4, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation. In all other respects, our total liability for loss or damage of every kind, whether arising pursuant to these Terms or in any other way out of or in relation to the supply of the services, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action, is limited to an amount equivalent to the sum paid by you to us for the services.

11. Warranty disclaimer

To the extent permitted by law, any condition or warranty that would otherwise be implied into these Terms is hereby excluded. Further, the application of the United Nations Convention on Contracts for the International Sale of goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.

12. Intellectual Property rights

12.1 Unless otherwise indicated, we own or licence all intellectual property rights, title and interest in our Platform, Content and Program. Your use and access of our Platform and any Content does not grant or transfer to you any rights, title or interest in relation to our Platform, Program or Content and you agree not to, without our prior written consent:

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Platform, including (without limitation) by:
 - (1) altering or modifying any of the Content;
 - (2) causing any of the Content to be framed or embedded in another website or platform; or
 - (3) creating derivative works from the Content.

13. User Content

13.1 You may be permitted to post, upload, publish or submit relevant information and content, including reviews, on our Platform (**User Content**). By making User Content available to us, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through, or by means of our Platform.

13.2 You agree that you are solely responsible for all User Content that you make available. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- (b) neither the User Content nor the posting, uploading, publication or submission of the User Content or our use of the User Content on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

13.3 We do not endorse and are not responsible for any User Content. We may, at any time at our sole discretion, remove any User Content.

14. Exclusion of competitors

In signing up for the Program, you agree that you will not use our Platform or copy the Program in any way that competes with our business. If you breach this term, we will hold you responsible for any loss, damage or expense, howsoever arising, and hold you accountable for any profits that you may make from non-permitted use.

15. Discontinuance

We may, at any time and without notice to you, discontinue our Platform in whole or in part. We may also exclude any person from using our Platform, at any time at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

16. Waiver

Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

17. No guarantees

17.1 While every effort has been made to accurately represent the Program, there is no guarantee that you will achieve the results desired. Your level of success in completing the Program depends on your compliance with your obligations under these Terms, the

time you commit and other external factors and we cannot guarantee your success or any particular outcome or transformation, including the matters set out in the Schedule to the Terms under the heading “**No Guarantees**”.

17.2 You enter into the Program on this basis and agree to hold us harmless for failing to achieve any result desired or success in the Program.

18. Disclaimer

18.1 You acknowledge and agree to proceed with the Program on the following basis:

- (a) the information provided in our Program is based on our experience in our recognised field;
- (b) we make no guarantee as to the likely outcomes or otherwise of participating in the Program or any other program, course, package or Coaching we offer.

18.2 You warrant that you have not relied on any testimonials published by us as a reliance to purchase the Program.

19. Entire agreement

These Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

20. Variation

We may modify these Terms from time to time by posting the amended Terms on our Platform. By continuing to participate in the Program after such modification, you agree to the amended terms. If you do not agree to the modifications, you must notify us immediately.

21. Severance

The provisions of these Terms are severable and if any provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

22. Governing law

The Governing Law set out in the Schedule to these Terms governs them. You agree to submit to and be bound by the exclusive jurisdiction of the courts and tribunals in that jurisdiction.