



TERMS OF PURCHASE

The Dietologist

.By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by The Dietologist (“Company”, “We” or “us”), acting on behalf of THE DIETOLOGIST (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

(a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to provide services in accordance with the products, programs, and/or services (collectively known as the “Services”) as outlined on www.courses.thedietologist.com.au, www.thedietologist.com.au and/or any associated domains (collectively known as the “website”).

(b) The scope of services rendered by the Company pursuant to this contract shall be solely limited to those contained therein and/or provided for on the Company website and/or the Sales page associated with the said Services.

(c) The Company reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.

(d) Client agrees to be open, present and prepared to complete the work. Client agrees that they are solely responsible for his/her own success and implementation of objectives met.

(e) The Company may make dietary and/or lifestyle suggestions, but these are wholly the Client’s responsibility and choice on whether to implement such changes.

(f) Company provides Client with a single-user license authorizing Client to use the materials for their individual purposes only. Client shall not share, copy, distribute, disseminate, or sell the materials and/or any login information either for commercial or non-commercial use.



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(g) The Services may include a complimentary community access on courses.thedietologist.com.au ("Group"). The Company is not liable for any limitation of access to Group caused by Kajabi. The Client shall abide by any guidelines set forth in Group, and Company may suspend Client's access to Group at any time and for any reason. The Company may archive or delete Group at any time and for any reason.

(h) If applicable, Programs or Courses that include "lifetime access" refers to unlimited access during the lifetime of the Product or Program, until the said product is discontinued (or to a maximum of 5 years). The Client understands and agrees that it does not refer to access for the lifetime of the Client or the Company. We reserve the right to discontinue any digital products at any time and discontinue hosting of the said product on the web.

(i) The Company reserves the right to remove Client from Program at any time if Client is found to be in breach of the Terms of Purchase.

2. METHODOLOGY. Client agrees to be open minded to Company's methods and partake in services as proposed. Client understands that the Company has made no guarantees as to the outcome of the coaching sessions or Program. We may revise methods or parts of the Program based on the needs of the Client.

3. DISCLAIMERS. By participating in the Program, Client acknowledges that Stefanie Valakas is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and her services do not replace the care of other professionals. The information in this Program is in no way to be construed or substituted as psychological counseling or any other type of therapy or professional advice. The Client is responsible for seeking medical advice promptly if in doubt. We may provide the Client with information relating to products that the Company believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. We are not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or advice provided.



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The Company may provide Client with third-party recommendations for such services as marketing, photography, business, health, or other related services. Client agrees that these are only recommendations and the Company will not be held liable for the services provided by any third-party to the Client. The Company is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials, earnings, or examples shown through Company's website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Company's programs, and/or services. Client acknowledges that the Company has not and does not make any representations as to a future outcome of any kind that may be derived as a result of use of Company's website, programs, products or services.

4. PAYMENT AND REFUND POLICY.

- (a) Upon execution of this Agreement, Client agrees to pay to the Company the full purchase amount.
- (b) The Company does not offer refunds to ensure that clients are fully committed to the Program. There are no exceptions to the refund policy.
- (c) If Client selects a payment plan option, Client agrees to pay fees to the Company according to the payment schedule set forth on Company's website, or otherwise provided to Client, and the payment plan selected by Client (the "Fee").
- (d) Credit Card Authorization (if applicable for payment plan). Each Party hereto acknowledges that Company will charge the credit card chosen by the Client and there no separate authorization will be required for each charge.
- (e) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Company reserves the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls if applicable.



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(f) The Client shall not threaten or make any chargebacks to the Company's account or cancel the credit card that is provided as security without the Company's prior written consent. The Client shall pay for any fees associated with recouping payment, including but not limited to, collection fees or attorneys' fees. In the event of a chargeback, Company reserves the right to report the incident to a credit reporting agency as a delinquent account.

5. INTELLECTUAL PROPERTY RIGHTS. In respect of the documents specifically created for the Client as part of this Program, the Company maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided the Company. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement. Company reserves the right to immediately remove Client from the Program, without refund, if you are caught violating this intellectual property policy.

6. RELEASE. Company may take photographs, videos, or audio recording during Services that we may use for future commercial or non-commercial purchases. Client agrees and understands that by participating in the Services, Client is consenting to be recorded and photographed and to the use of client's likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit. Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Program. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Client's participation in the Program. Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company.



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The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

7. NON-DISPARAGEMENT. Client agrees, during and after participation in the Services, that they will refrain from making any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company's programs, business, services, products or reputation.

8. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

9. DISCLAIMER OF WARRANTIES. The information, education, and advice provided to the Client by the Company under this Agreement are provided on an "as-is" basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

10. LIMITATION OF LIABILITY. By using THE DIETOLOGIST services and purchasing these Services, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that we will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that use of this Program is at user's own risk.



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11. DISPUTE RESOLUTION.

If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the International Court of Arbitration (ICC). The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Perth, Western Australia or via telephone.

The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, regardless of the conflict of laws principles thereof.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.