

Website Terms and Conditions

1. Introduction

- 1.1. Welcome to Blue Sky Vitality's website, available at www.blueskyvitality.net (**Site**). By using or browsing this Site, you accept these Terms and Conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this Site.
- 1.2. These Terms and Conditions (**Terms and Conditions**) apply to every person who uses our information, documents, software, and any other products and/or services that we provide, together referred to as (**Services**). By using this Site, you signify your acceptance of these Terms and Conditions. For the purposes of these Terms and Conditions, "Us", "Our" and "We" refers to Blue Sky Vitality and "You" and "Your" refers to you, the client, visitor, website user or person using our Site.
- 1.3. In using our Site and/or Services, you warrant that you have had sufficient opportunity to access these Terms and Conditions, and that you have read, accepted and will comply with these Terms and Conditions. You must be over 18 years of age to use this Site and to purchase any of our Services. If you do not agree to these Terms and Conditions, do not use our Site and/or Services.

2. Amendment of terms

- 2.1. We reserve the right to change, modify, add or remove portions of these Terms and Conditions from time to time. Revised Terms and Conditions will apply to the use of this Site from the date of publication of the new Terms and Conditions on this Site. Please check these Terms and Conditions regularly prior to using our Site to ensure you are aware of any changes. If you choose to use our Site then we will regard that use as conclusive evidence of your agreement and acceptance of these Terms and Conditions.

3. Limitation of Liability

- 3.1. By using our Site you agree and accept that Blue Sky Vitality is not legally responsible for any loss or damage you may incur in relation to your use of the Site, whether from errors or from omissions in our content or information, any goods or services we may offer, or from any other use of the Site or Services. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any content or information on this Site is entirely at your own risk, for which we shall not be liable.
- 3.2. It is your own responsibility to ensure that any Services available through this Site meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

4. ACL and Consumer Guarantees

- 4.1. For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the *Competition and Consumer Act 2010* (Cth). The liability of Blue Sky Vitality for any breach of a term of this agreement is limited to; the supplying of the goods

or services to you again, the replacement of the goods, or the payment of the cost of having the goods or services supplied to you again.

5. Delivery of Goods

- 5.1. Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of Blue Sky Vitality.
- 5.2. Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

6. Returns and Refunds Policy

- 6.1. Blue Sky Vitality handles returns and processes refunds in accordance with the Australian Consumer Protection legislation. Please notify us within 12 days of purchase if you wish to return your order. You must have a valid reason for the return of your order; all refunds are made at the discretion of Blue Sky Vitality. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment.

7. Links To Other Websites

- 7.1. Blue Sky Vitality may from time to time provide, on its Site, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Blue Sky Vitality and the owners of those websites. Blue Sky Vitality takes no responsibility for any of the content found on the linked websites.
- 7.2. Blue Sky Vitality's Site may contain information or advertisements provided by third parties for which Blue Sky Vitality accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

8. Privacy Policy

- 8.1. At Blue Sky Vitality, we are committed to protecting your privacy. We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth). Our Privacy Policy sets out the manner in which we treat your personal information. Please read our separate Privacy Policy carefully.

9. Disclaimer

- 9.1. To the fullest extent permitted by law, Blue Sky Vitality absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Blue Sky Vitality gives no warranty that our Site or its server is free of viruses or any other harmful components.
- 9.2. Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our Site, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information on the Site or as to its correctness, suitability, accuracy, reliability, or otherwise.
- 9.3. It is your sole responsibility and not the responsibility of Blue Sky Vitality to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure that you are aware of any risk you may be taking by using this Site or any products or services that may be offered through it. It is your responsibility to do so.

10. Third Parties

- 10.1. Blue Sky Vitality does not and will not sell or deal in personal or customer information. We may, however, use non identifiable information without any reference to your name or your information to create marketing statistics, identify user demands and to assist in meeting customer needs generally. In addition, the third party may use the information that you provide to improve its website and services but not for any other use.

11. Disclose Your Information

- 11.1. Blue Sky Vitality may be required, in certain circumstances, to disclose information in good faith and where Blue Sky Vitality is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

12. GST

- 12.1. If and when applicable, GST payable on our Services will be set out on our Invoices. By accepting these Terms and Conditions you agree to pay us an amount equivalent to the GST imposed on these charges.

13. Competitors

- 13.1. If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Blue Sky Vitality. Competitors are not permitted to use or access any information or content on our Site. If you breach this provision, Blue Sky Vitality will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

14. Restricting Access

- 14.1. Blue Sky Vitality reserves the right to exclude and deny any person access to our Site and our Services, at any time in our sole discretion.

15. Intellectual property

- 15.1. This Site contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the Site for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this Site.
- 15.2. Blue Sky Vitality expressly reserves all copyright and trademark in all documents, information and materials on our Site and we reserve the right to take action against you if you breach any of these terms.
- 15.3. Any reproduction or redistribution of part or all of the contents in any form is prohibited other than the following: you may print or download to a local hard disk content for your personal and non-commercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge the Site as the source of the material.
- 15.4. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

16. Severability

- 16.1. If any provision of these Terms and Conditions is held to be illegal, void, or unenforceable in any state or territory then such a clause shall not apply in that state or territory and shall be deemed never to have been included in these Terms and Conditions in that state or territory. Such a clause if legal and enforceable in any other state or territory shall continue to be fully enforceable and part of this agreement in those other states and territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the remaining provisions of these Terms and Conditions.

17. Entire Agreement

- 17.1. These Terms and Conditions make up the entire agreement between you and Blue Sky Vitality and supersede any prior agreement, understanding or arrangement between you and Blue Sky Vitality whether oral or in writing. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth, or any state or territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

18. Jurisdiction

- 18.1. These Terms and Conditions and this Site are subject to the laws of Western Australia and Australia. If there is a dispute between you and Blue Sky Vitality that results in litigation then you must irrevocably submit to the jurisdiction of the courts of Western Australia.

