



## WEBSITE TERMS & CONDITIONS

### MELISSA HEFFERNAN

Effective Date: 21 April 2022

Welcome to melissaheffernan.com.au (Site).

This Site is owned and operated by Melissa Heffernan ABN 74273791238 trading as Melissa Heffernan (referred to in these terms as “Melissa Heffernan”, “we”, “us”, and “our”). Please take the time to read the terms of use that are applicable to your use and enjoyment of this Site and the content made available to you via this Site and our social media channels, as well as your purchase of any products from our online store (“Terms”). These Terms, together with our Privacy Policy, apply to all Site visitors, subscribers, customers, and other users of our Site (“user”, “you” and “your”).

#### CONSENT TO SITE TERMS

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By accessing and using this Site, our social media channels and any other materials made available to you or provided to you on this Site, whether made available for purchase or not, you are taken to accept our Terms.

#### NO MINORS

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By using our Site, accessing or purchasing any products, you warrant that you:

- are over 18 years of age and have the legal capacity to enter into a legally binding contract;
- have read and accepted these Terms; and
- will comply with these Terms.

#### CHANGES TO THESE TERMS

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We reserve the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of our Site. If at any time you choose not to accept these Terms, you should not use this Site.

By remaining on this Site and your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also accept these terms where you click “Agree” or “Accept” or “Buy” or “Book” where such an option is made available to you during your use of our Site. If you’re uncertain about the Terms or anything else on our Site, please don’t hesitate to contact us before completing any purchase.

#### INTELLECTUAL PROPERTY

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Our Site and products contain intellectual property owned by us, and/or by third parties that license the content to us (“Third Party Licensed Intellectual Property”), including, without limitation, trade marks, copyrights, proprietary information, designs, patents and other intellectual property rights, as well as their business name, logo, images, all designs, text, videos, audio files, graphics, other files, and software (“Content”). Your use of and access to our Site, products and content does not grant or transfer any rights, title or interest to you in relation to this Site, the products or the content.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever our Site, the products and/or the Content, our Intellectual Property and Third Party Licensed Intellectual Property in whole or in part without our



prior written consent. We reserve the right to immediately remove your access to our Site, products and/or Content, without refund, if you are found to be violating these Terms.

## **DIGITAL PRODUCTS**

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Where you download or purchase our digital products (including checklists, guides, ebooks, workbooks, video or audio content) (Digital Products) you are granted a non-exclusive, non-transferable, limited licence to access and use the Digital Products for your own personal use. You may not assign or transfer the Digital Products to any other person without our express written consent. We reserve the right to refuse to provide the products to you at any time for any reason.

After payment for your Digital Product has been confirmed, you will have the option to download it and all responsibility for maintaining the downloaded copy is transferred to you. We will not be responsible for any issues with the Digital Product after it has been downloaded.

Except as otherwise expressly stated, you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, sell, create derivative works of, enhance or in any way exploit any of the Digital Products in any manner whatsoever except as authorised by us.

## **LINKS TO OTHER WEBSITES**

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Our Site and social media channels may have links to other sites operated by third parties. Unless we expressly tell you otherwise, we do not in any way, endorse, control or approve of and nor are we responsible for the content on those websites. It's up to you to decide if those websites and their content are suitable for you.

## **PRIVACY**

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These Terms also include our Privacy Policy which sets out how we use your personal information, which can be accessed on our site. By using this Site, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

## **CREATING AN ACCOUNT**

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To place orders and access some features of our Site, you may have to register an account. This means you'll have to give us accurate information including your name, your business name, address, a valid email address and telephone number and you must be at least 18 years old. You warrant that any information you provide during the account set up process is accurate and correct at the time you provide the information and that you'll update information should there be any changes to the information provided. You'll be solely responsible for the activity that occurs on your account (including orders placed on your account) so keep your account password secure.

We reserve the right to suspend or cancel your account at any time, at our sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts our reputation.

## **PRICES AND PAYMENT**

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All prices are in Australian Dollars (AUD) and are inclusive of any Australian Goods Tax (GST) (as applicable). The prices indicated on our Site may change at any time without advance notice to you. The amount charged to you will be the price in force at the time your order is validated.

We reserve the right at any time to modify or discontinue any product without notice at any time. We shall not be liable to you, or to a third party for any modification, price change, suspension or discontinuance of any product.



We reserve the right to cancel an order and provide a full refund in the event that a product has been discontinued or we do not have the stock available.

We may from time to time provide discounted products. You may only use one discount code with each purchase. We reserve the right to reject or cancel any orders where you add more than one discount code. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Discount codes and/or vouchers cannot be used in conjunction with any other offer or promotion.

We offer visitors who want to purchase from our Site the option to pay for the products by credit card or such other method of payment as notified by us from time to time. You acknowledge and agree to make timely and full payments to us for the products purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise us to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, we may revoke your access to the products.

We reserve the right to cancel any order where we suspect that there is fraud or other types of illegal or unauthorised activity.

## REFUND POLICY

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If you are dissatisfied with a product you have purchased, including a Digital Product, you are welcome to request a refund. We make no guarantees that your refund request will be requested, and ask that you provide all relevant information via [hello@melissaheffernan.com.au](mailto:hello@melissaheffernan.com.au) including:

- Your name and email address
- Your order number and the item/s purchased
- The reason for your refund request

Refund requests for Digital Products will be approved or denied at our sole discretion.

Refunds or exchanges for physical products will also be approved or denied at our sole discretion, however, may be accepted for items that are returned within 14 days of purchase in their original condition. We are unable to provide refunds or exchanges where the incorrect product has been purchased, so please ensure that when you place your order, you have made a careful selection when it comes to size etc.

## RETURNS POLICY

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When you receive your order, please thoroughly inspect all products as we cannot accept returns more than 14 days after the date of purchase.

Please initiate your return request as promptly as possible once you have received your item. In order to initiate a return,

- Send us an email/enquiry via our contact form and await our response
- For faulty or damaged products, we will organise your refund or replacement within [14] days of receiving your return. Please note that timeframes for replacement items are subject to stock availability]

The sale of any discounted products is final unless the item is proven to be damaged or faulty.

## DAMAGED OR FAULTY PRODUCTS

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We take care to pack your products carefully so that they won't get damaged in transit. If, for whatever reason, they arrive damaged or faulty, we ask that you let us know within 5 days of receiving them in the mail.

We may arrange for the damaged or faulty product to be returned to us and you can let us know whether you would like us to either send a replacement to you or provide you with a refund.

We will refund postage costs required to return faulty or damaged items.

## **CHANGE OF MIND**

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Please choose carefully, as we unfortunately are unable to accept returns or exchanges due to a change of mind.

## **SHIPPING AND RETURNS POLICY**

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We ship domestically within Australia and internationally. Your orders will be dispatched and posted within 3-5 days, unless otherwise communicated. Once dispatched, shipping time will vary depending on the type of shipping selected. Standard shipping parcels are sent via [Australia Post](#) at a cost of \$6.98-\$9.30. Standard shipping takes 2+ business days. Express shipping parcels are sent via [Australia Post](#) at a cost of \$9.23-\$12.30. Express shipping takes 1+ business days. International shipping parcels are sent via [Australia Post](#) at a cost from \$15.20 depending on the weight and location. International shipping takes 7+ business days.

Australia Post may require a signature. If you request a parcel be left unattended, you acknowledge that you do so at your own risk. Once a parcel has been delivered to your nominated address, we take no responsibility for any damage or theft that may occur. If you will not be present to accept delivery of your parcel or feel that your address is unsafe to leave a parcel unattended, we recommend sending your order to a work address. If you are providing a work address, please always include the level (if a multi storey building) and the name of the company as Australia Post will return to sender if you do not make these details clear.

We can redeliver parcels where the address is incomplete, or has been incorrectly provided, however this will incur a delivery charge of \$9.30 for standard registered post or \$12.30 for express post. Please note that the delivery times specified are approximate and as provided by Australia Post. We cannot guarantee these delivery times.

## **ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES**

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You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Site, including but not limited to any consent you provide to receive communications from us solely by means of electronic transmission.

You further acknowledge and agree that when you click on or tick "I agree", "I consent", or other similarly worded click or tick options by electronic means using an electronic device, your agreement and/or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

## **INFORMATION AND ADVICE**

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Our Site may contain content, including digital products, blog articles, and other information. If this is the case, all of this content is of a general informational nature only and is not intended to constitute or replace professional advice for individual or specific situations. We do not purport to be any type of licensed professional and cannot be held liable for any reliance on the information we provide, either on our Site or through our products.



We do not accept responsibility for determining whether our products are appropriate for you, We reserve the right to deny service and refund the cost of that product for any reason, including where we believe that the product would be dangerous or not appropriate for you, or we believe that further professional advice should be sought.

The sale of products on our Site or reference to any other products does not constitute or imply our endorsement, sponsorship or recommendation in any way.

## PRODUCTS

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We do our best to ensure that the colours of any products are accurately displayed. Please note that the colours of products on our Site may seem different to the actual colours depending on the device you use.

You agree to only use the products for their intended purpose and in accordance with any guidelines or directions (Guidelines) as set out on the packaging. Any use of the products by you outside of these Guidelines is at your own risk and you assume full responsibility for any loss or damage arising from such use.

## SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA

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We always appreciate interaction on our social media channels and feedback about our Site, products , as it helps us to improve our Site and our products . Through the use of this Site, you may be invited to submit a review, you can also comment on our blog or other parts of our Site or interact with us via our social media channels. We love to hear from you!

Where you do decide to submit such feedback, comments or content, you represent and warrant that:

- you are the sole author and owner of the intellectual property and any other rights in that content (or have the right to use that content with appropriate consents and permissions);
- give us permission to post or otherwise use that feedback on our social media or other channels;
- you waive any and all existing and future moral rights (as defined in the *Copyright Act 1968* (Cth)) in the content you provide us with;
- the content does not violate these Terms; and
- you are at least 18 years old.

We reserve the right to remove a review or comment if such review or comment contains:

- libelous or otherwise unlawful, abusive or obscene material;
- attacks our employees or another contributor;
- contains material that discloses your personal information; or
- is unrelated to the post or content to which you have reviewed or commented on.

Our Site and social media channels may feature user reviews of the products as well as blogs by guest bloggers, these reviews and content of the guest blogs in no way represent our views or opinions or those of our owners, shareholders, employees or any others, but are the sole product of their creator. We disclaim all liability with respect to any content submitted by any user or guest blogger.

## COMPETITIONS

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We may from time to time run competitions through this Site and/or through our social media channels. Your participation in those competitions is subject to these Terms and any terms and conditions that are specific to each competition.

## TESTIMONIALS

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On our Site we may present real life examples and insights of other people's experiences for illustration purposes only and any results personally achieved are due to the individuals themselves. These testimonials show users what can be possible but are not intended to represent or guarantee that any current or future users of our programs, courses or products will achieve the same or similar results.

## **PROHIBITED USE**

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In addition to any other prohibitions, you must not, under any circumstances use our Site or its content:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, or state regulations, rules, laws, or local ordinances;
- attempt to change, remove, deface, hack or otherwise interfere with this Site or any material or content displayed on our Site;
- hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- infringe upon the rights of any other person's proprietary rights;
- send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- attempt to affect the performance or functionality of any computer facilities of or accessed through this Site.

## **WARRANTIES AND DISCLAIMERS**

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This Site is provided on an "as is" and "as available" basis and to the fullest extent permitted by law we make no representations or warranties about our Site and/or the products we sell, including that:

- they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
- access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
- there is no possibility of failure to store communications or other data.

## **LIMITATION OF LIABILITY**

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To the fullest extent permitted by applicable laws, in no event are we, any of our subsidiaries, or any of their shareholders, directors, officers, employees or licensors responsible for any losses and expenses, however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and/or our products, your inability to access our Site, interruption or outage of our Site or the fact that content on our Site or in our services is inaccurate, incomplete or out of date. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

## **OUR RIGHT TO BE INDEMNIFIED BY YOU**

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To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

## **BREACH AND TERMINATION**

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The agreement constituted between us by your use of our Site may be terminated:



- where you breach any provision of these Terms; or
- at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access our Site.

## **SEVERABILITY**

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If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

## **CEASING OUR WEBSITE**

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We have the right to discontinue this Site. If we decide to do this, it can be at any time and may be without notice to you. We may also exclude any person from using our Site, at any time and at our sole discretion. We will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## **ASSIGNMENT**

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We are permitted to assign, transfer and subcontract our rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

## **ENTIRE AGREEMENT**

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These Terms (together with our Privacy Policy, Additional Terms and disclaimers) contained on this Site, constitute the entire understanding and agreement between us and you, in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

## **GOVERNING LAW AND JURISDICTION**

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All Terms shall be construed in accordance with and governed in all respects by the laws of the State of NSW, Australia. In relation to any dispute, we ask that you contact us in the first instance so that both parties can, acting in good faith, resolve the dispute to our mutual satisfaction as quickly, cost effectively and efficiently as possible. Where a dispute cannot be resolved, you agree to submit to the non-exclusive jurisdiction of the courts of the State of NSW, Australia.