

# MEMBER TERMS

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These Member Terms ('Terms') apply to all Members to this Website and our Services. We may modify and update these Terms at any time, without notice. You need to ensure you review the Terms from time to time. In signing up for any membership of our Website or Services, you agree to be bound by these Terms as well as any and all general Terms and Conditions posted on our Website from time to time.

## 1. DEFINITIONS

**'Website'** means [www.iamrelentless.com.au](http://www.iamrelentless.com.au).

**'Content'** means all health and fitness information, exercises, programs, techniques, ideas, materials and examples accessed on or through the Website.

**'Services'** means offline and online personal health and fitness training services.

**'Member'** means a member of the Website or our Services who has access to the Content and products and services that may be on or offered through the Website from time to time.

**'We', 'our' and 'us'** means Be Relentless Coaching and includes its directors, employees and contractors.

**'You'** means the Member to the Website or our Services.

## 2. AGREEMENT

- 2.1. You will not share your password or login details with any other person.
- 2.2. You will not transfer, sublicense or grant access to any of our Content or Services to any other person, company or business, except as agreed in these Terms.
- 2.3. You will not share, recreate or otherwise reproduce any Content or Services on or provided through our Website, or otherwise transmitted to you by us, except as agreed in these Terms and as intended. No reproduction, distribution or transmission of the copyrighted Content or Services is permitted without our written permission.
- 2.4. You will not sell, resell, share or otherwise provide any Content or Services in any way, manner, medium or create derivative works to any third party.
- 2.5. You will not transmit any viruses, malware, worms, etc. of any kind and that you will not upload, post, host or transmit unsolicited material or messages to the Website.
- 2.6. You will keep your contact, payment and other information updated.
- 2.7. You will use our Content and Services in good faith and will not manipulate, alter, circumvent or in any way use our Content or Services in an unlawful manner or for unlawful means, whether directly or indirectly.

## 3. DISCLAIMER

- 3.1. The Content is for educational purposes only, is general in nature only and is not in any way to be construed as individual or personal advice. Any reliance you place on such information is therefore strictly at your own risk.
- 3.2. The Content does not take into account your individual health, medical, physical or emotional situation or needs. You should, before you act on or use any of the Content, consider the appropriateness of this information having regard to your own personal situation and needs.
- 3.3. You are responsible for consulting a suitable medical professional before using any of the Content or Services offered online or accessed through our Website or taking any course of action that may directly or indirectly affect your health or well being. Our Content and Services are not a substitute for or intended to take the place of proper medical examination, diagnosis and treatment by a qualified medical professional.
- 3.4. We do not warrant, promise or guarantee that any of the Content or use of the Services will produce a particular result. We are only providing general educational information and to assist in provision of the Services. At no time do we provide any guarantees or warranties in relation to this Content or Services.

#### **4. CANCELLATION AND TERMINATION**

- 4.1. You are solely responsible for cancelling your membership through the Website or by contacting us.
- 4.2. We have the right to terminate or suspend your membership and access to the Website, with or without notice for any breach of these Terms or any reason in our sole discretion.
- 4.3. We may terminate or suspend your membership if you fail to pay any fees or payments for Services when payment is due.
- 4.4. We may terminate or suspend your membership if you behave in a way that is risky or seriously inappropriate, threaten or harass others, act in an improper manner, are suspected of using illegal or performance-enhancing drugs or provide instruction or information to other Members where you are not authorised by us to do so.
- 4.5. We may terminate or suspend your membership if you are suspected of fraudulent, abusive or illegal activity and may refer the matter to the appropriate law enforcement authorities.
- 4.6. Upon such termination, regardless of the reasons, your right to use the Website and our Services immediately ceases and we may immediately deactivate or delete your account and all related information and files. We may also bar you from any further access to our Website and Services.
- 4.7. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.
- 4.8. If you cancel or we terminate your membership, in accordance with these Terms, we are not obligated to provide any refund of any fees that may have been paid in advance.

#### **5. LIABILITY**

- 5.1. You take full responsibility and assume all risk for making any decision based on the Content on the Website or contained in the Services.

- 5.2. You agree and acknowledge that we are not liable for any direct, indirect, consequential or incidental loss, damage or injury which may result from your use of or reliance on information on our Website, the Services or any information contained on it or linked to it. For the sake of clarity, in no event will we be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, injury or damage to person or property.
- 5.3. Our liability is governed solely by the Australian Consumer Law and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your statutory rights.
- 5.4. Except for your statutory rights, all goods and Services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of that the Services will be provided with due care and skill and fitness for a particular purpose.
- 5.5. When your statutory rights apply, to the extent possible, our liability in respect of any claim is limited to, at our option, the supply of any Services again or the payment of the cost of having any Services supplied again.
- 5.6. In the event of any successful claim, our liability is limited to the amount of the fees for Services last paid by you to us.
- 5.7. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

## **6. INDEMNITY**

- 6.1. You agree to defend, indemnify and hold us and our officers, directors, employees, contractors, members, agents and licensees harmless from and against any and all claims, charges, actions, liabilities, investigations, demands and similar including but not limited to any costs, losses, damages whether direct, indirect, consequential or special.
- 6.2. This indemnity includes all legal fees resulting from your breach of our Terms, any third party claims including but not limited to your family or relatives, any activity you may engage in through any use of our Services, or your use of the Services.

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern iamrelentless.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to iamrelentless.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

**AMENDMENT OF TERMS**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and iamrelentless.com.au's rights and obligations to each other.

**LIMITATION OF LIABILITY**

It is an essential pre-condition to you using our website that you agree and accept that iamrelentless.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website 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.**

**COMPETITION AND CONSUMER ACT**

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), iamrelentless.com.au's liability 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.

You must be over 18 years of age to use this website and to purchase any goods or services.

**DELIVERY OF GOODS**

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 iamrelentless.com.au.

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.

## **RETURNS AND REFUNDS**

iamrelentless.com.au handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 7 days of purchase with a valid reason for return. 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. All refunds are made at the discretion of iamrelentless.com.au.

## **LINKS TO OTHER WEBSITES**

iamrelentless.com.au may from time to time provide on its website, 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 iamrelentless.com.au and the owners of those websites. iamrelentless.com.au takes no responsibility for any of the content found on the linked websites.

iamrelentless.com.au's website may contain information or advertisements provided by third parties for which iamrelentless.com.au 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.

## **DISCLAIMER**

To the fullest extent permitted by law, iamrelentless.com.au absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. iamrelentless.com.au gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, 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 in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of iamrelentless.com.au to bear any and all 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 you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

## **YOUR PRIVACY**

At iamrelentless.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers. iamrelentless.com.au's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

## **THIRD PARTIES**

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

## **DISCLOSURE OF INFORMATION**

iamrelentless.com.au may be required, in certain circumstances, to disclose information in good faith and where iamrelentless.com.au 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.

## **EXCLUSION OF COMPETITORS**

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of iamrelentless.com.au. iamrelentless.com.au expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then iamrelentless.com.au will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. iamrelentless.com.au reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

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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.

## **WHOLE AGREEMENT**

These terms and conditions represent the whole agreement between you and iamrelentless.com.au concerning your use and access to iamrelentless.com.au's website and your use and access to the documents and information on it. 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.

## **EXCLUSION OF UNENFORCEABLE TERMS**

Where any clause or term above would by any applicable statute 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 other clauses of these terms and conditions.

## **FITNESS AND EXERCISE**

Exercise and health are matters that vary from person to person. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge iamrelentless.com.au, all its instructors, commentators and any associated with

the iamrelentless.com.au website from any and all claims or causes of action, known or unknown.

iamrelentless.com.au and its contents are made available without warranties or guarantees of any kind and iamrelentless.com.au, any contributing author(s) of any articles including any third party contributors, disclaim any and all liability for any type or form of injury, including personal, direct, indirect or consequential or damage of any kind or type resulting from the use of this website or from any information, advice, goods, services or other resources that may be mentioned or made accessible through this website. This includes personal physical injury from performing any exercise described, or any and all forms of injury and/or damage to person, both animate or inanimate, mental, physical, electronic or any and other form of injury. We also disclaim liability caused by intentional or unintentional negligence.

You should always consult a physician before starting a fitness program or changing your diet. Not all exercises, nutrition programs or activities are suitable for everyone. The information presented in this website is in no way intended as a substitute for medical, nutritional or psychological counselling.

All information contained on iamrelentless.com.au, including information relating to medical and health conditions, products, treatments and nutrition is for informational purposes only. The content is also not intended to be a substitute for professional training, nutrition, diet, health, wellness, fitness, training tips, eating disorders, related issues or any other form of advice. When in doubt, consult your primary care physician, registered dietician or another certified professional.

## **JURISDICTION**

This agreement and this website are subject to the laws of VIC and Australia. If there is a dispute between you and iamrelentless.com.au that results in litigation then you must submit to the jurisdiction of the courts of VIC.