

Stephanie Bown

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to www.stephaniebown.com (**Website**). The Website is operated by Work Well Group Pty Ltd t/as Stephanie Bown (ABN: 34 604 376 196) (**Stephanie Bown**).
- 1.2. The Website provides you with an opportunity to browse the programs and services offered by Stephanie Bown, and to purchase various self-guided online courses that are made available from time to time (**Course**) and that have been listed for sale through the Website. The Website additionally offers you the opportunity to browse content made available by Stephanie Bown, including insights and the podcast (**Content**). The Website provides this service by way of granting you access to the material on the Website (**Purchase Services**).
- 1.3. Access to and use of the Website, and any associated Courses or Content, is provided by Stephanie Bown. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease using the Website immediately.
- 1.4. Stephanie Bown reserves the right to review and change any of the Terms by updating this page at its sole discretion. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website.

3. Registration to use the Purchase Services

- 3.1. Where applicable, in order to access the Purchase Services, you may be required to register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including (but not limited to) your name, e-mail address, ABN and address.
- 3.2. You warrant that any information you give to Stephanie Bown in the course of completing the registration process will always be accurate, correct and up to date.
- 3.3. Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.

- 3.4. You may not use the Purchase Services and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with Stephanie Bown; or
 - (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. Your obligations as a Member

4.1. As a Member, you agree to comply with the following:

4.2. You will use the Purchase Services only for purposes that are permitted by:

- (a) the Terms;
- (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (c) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
- (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Stephanie Bown of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Stephanie Bown providing the Purchase Services;
- (f) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by Stephanie Bown for any illegal or unauthorised use of the Website; and
- (h) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

5. Delivery of Course and Licence Information

- 5.1. Each Course purchase grants you access to the Course through the online course platform provided or other platforms used from time to time (**Member Portal**), as notified to you by Stephanie Bown.
- 5.2. When you purchase a Course through the Website, Stephanie Bown grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific Course and any related software, content, equipment or other materials for your specific, non-commercial use only (**Licence**).
- 5.3. The Licence is valid for the Course term outlined in the Course information page of the relevant Course at the time of purchase (**Licence Term**). This means the Course will be viewable via the download link for the Licence Term only. After this time the Course will expire and you will no longer be able to access the Course. Stephanie Bown will provide you with reasonable notice before any Course access expires.
- 5.4. The Courses are intended for use in a single use only within the Licence Term. Sharing your Licence is prohibited. This includes the sharing of any supplemental Course materials, digital resources, and access to any other aspect of the Course.

6. Course Refunds

- 6.1. You must notify Stephanie Bown of an intention to cancel your involvement in the Course as soon as practicable through e-mail stephanie@stephaniebown.com and abide by the following (**Cancellation Policy**).
- 6.2. Subject to your rights under the Australian Consumer Law, the Course is non-refundable. This means that if you wish to terminate the Course early, all unpaid amounts of the Fees remain payable unless otherwise required by law.
- 6.3. For the sake of clarity, if you have chosen to pay through a payment plan and you wish to terminate the Course early, Stephanie Bown reserves the right to immediately collect all outstanding amounts of the Fees without notice by charging your method of payment, and your access to the Course will be revoked.

7. Warranty

- 7.1. The Website and the Purchase Services are shared to assist you to take all reasonable steps towards achieving your desired outcomes. However, Stephanie Bown makes no warranty that the Content or Course, or the Website material, will meet your requirements or that all users will achieve the same outcomes.

- 7.2. The Purchase Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Purchase Services, where applicable you may be entitled to cancel any contract with Stephanie Bown. A major failure with the service is defined by the Australian Consumer Law and includes but is not limited to severe situations where a service is unfit for the purpose it is sold or creates an unsafe situation.

8. Disclaimer

- 8.1. You are solely responsible for creating and implementing your own business, financial, marketing, and personal decisions, choices, actions and results arising out of or resulting from the Purchase Services. As such, you agree that Stephanie Bown is not and will not be liable or responsible for any actions or inaction, including effects on your business, personal life or career, or for any direct or indirect result of any Purchase Services provided by Stephanie Bown.
- 8.2. You understand that the Purchase Services, and any information you receive through your involvement in the Purchase Services, or through any materials and documents provided to you are not a substitute for psychological, legal, business or financial advice. Stephanie Bown recommends you seek independent accounting, legal or financial advice before relying on any information, tools, case examples, or guidance provided through the Purchase Services. Stephanie Bown will not be liable in any way for your use of, or reliance upon, the information or advice provided to you.

9. Information Disclaimer

- 9.1. Any information, advice, content or documentation provided on the Website, through the Purchase Services, Course, Content or social media accounts, or on any other related platform do not constitute professional, financial, business or other advice, and are provided for general information and guidance purposes only.
- 9.2. All care is taken in the preparation of the information and published materials on the Website, through the Purchase Services, Course, Content or social media accounts, or on any other related platform. Stephanie Bown does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 9.3. To the extent permissible by law, Stephanie Bown will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs that might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation on the Website, through the Purchase Services, Course, Content or social media accounts or on any other related platform.

10. Copyright and Intellectual Property

- 10.1. The Website, the Purchase Services and all of the related Content of Stephanie Bown are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Purchase Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Purchase Services are owned or controlled for these purposes, and are reserved by Stephanie Bown or its contributors.
- 10.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Stephanie Bown, which grants you a worldwide, non-exclusive, royalty-free, revocable license to:
 - (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 10.3. Stephanie Bown does not grant you any other rights whatsoever in relation to the Website or the Purchase Services. All other rights are expressly reserved by Stephanie Bown.
- 10.4. Stephanie Bown retains all rights, title and interest in and to the Website and all related Purchase Services. Nothing you do on or in relation to the Website will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- 10.5. You may not, without the prior written permission of Stephanie Bown and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Purchase Services or third party services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

11. Privacy

Stephanie Bown takes your privacy seriously and any information provided through your use of the Website are subject to Stephanie Bown's Privacy Policy, which is available on the Website.

12. General Disclaimer

- 12.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 12.2. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Stephanie Bown will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 12.3. Use of the Website and the Purchase Services is at your own risk. Everything on the Website and the Purchase Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Stephanie Bown make any express or implied representation or warranty about the Purchase Services referred to on the Website, including (but not restricted to) loss or damage you might suffer as a result of any of the following:
 - (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Purchase Services;
 - (c) costs incurred as a result of you using the Website, the Purchase Services; and
 - (d) other services or operation in respect to links which are provided for your convenience.

13. Third Party Services

The Purchase Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials (**Third-Party Services**). Stephanie Bown does not control any Third-Party Services. Stephanie Bown additionally makes no claim or representation regarding the Third-Party Services and accepts no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from the Website, applications, software or any other element of the Purchase Services. There is no implied affiliation, endorsement, or adoption by you of these Third-Party Services and Stephanie Bown will not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal Agreements that apply to these Third-Party Services.

14. Limitation of liability

- 14.1. Stephanie Bown's total liability arising out of or in connection with the Website or the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Purchase Services to you.
- 14.2. You expressly understand and agree that Stephanie Bown, its affiliates, employees, agents, contributors and licensors will not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This will include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

15. User Generated Content

- 15.1. If you choose to contribute any content to the Website or any other platform operated by Stephanie Bown, you are solely responsible for it. This includes comments, reviews, tweets, posts, photos, pictures, images, videos, materials or other user-generated content or information (**Your Content**).
- 15.2. By contributing content to the Website, you grant Stephanie Bown a royalty-free, non-exclusive license to use Your Content in any way that it chooses. This may include the use of your photos or video on other parts of the Website, advertising, promotions or social media accounts held by Stephanie Bown.
- 15.3. Additionally, if you post your Content with any personal information including identifying information such as location or name, you agree Stephanie Bown can use that information with Your Content for advertising and promotional purposes, or any other business purpose.

- 15.4. You confirm you own or have the right to use any copyright material included in Your Content (including replies to Stephanie Bown social media posts, reviews, music, photos, quotes and excerpts of audio or video), that you have permission of anyone appearing or performing in Your Content and that you are not infringing any third-party rights by submitting the content to Stephanie Bown. You also confirm you have, where appropriate, sought the consent of the parent or guardian of any person under the age of 18 who is featured in Your Content.
- 15.5. Please ensure you keep your own copies of Your Content as Stephanie Bown may not archive, store or back-up Your Content nor continue to make Your Content accessible online.
- 15.6. Stephanie Bown will endeavour to provide you with an appropriate credit when using Your Content on Stephanie Bown platforms, though you understand and agree this may not always be possible.
- 15.7. Stephanie Bown reserves the right to remove Your Content at any time. Your Content must not be malicious, libelous, false, inaccurate, threatening, abusive, obscene, defamatory or racially, sexually, religiously or otherwise objectionable and offensive.

16. Mailing List Registration

- 16.1. You may be given the option to register for the Stephanie Bown Mailing List (**Mailing List**).
- 16.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including your name and email address.
- 16.3. If you choose to register for the Mailing List, you agree to receive promotional material, updates and other content from Stephanie Bown. You may unsubscribe from these communications at any time.

17. Indemnity

- 17.1. You agree to indemnify Stephanie Bown, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

18. Venue and Jurisdiction

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales, Australia.

19. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of New South Wales, Australia.

20. Independent Legal Advice

Each party acknowledges and represents that: (a) the provisions of the Terms are fair and reasonable; (b) they have had sufficient opportunity to obtain independent legal advice before entering into these Terms; and (c) they have either obtained such independent legal advice or have knowingly and voluntarily waived their right to do so.

21. Severance

If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part will be severed and the rest of the Terms will remain in force.