

## **Terms and Conditions of Use**

### **Definitions**

For the purposes of these terms and conditions:

Company	means Robyn Elizabeth Welch Pty Ltd and each of its related body corporates associated with this Information and/or Product and/or Web Site (where applicable and herein called the Product) and each of their officers, employees and agents.
Users	means any and all who use this Information and/or Product and/or Web Site (herein called the Product)
Product	Including and not limited to the Information and/or Product and/or Web Site, Product(s), Parts, Services, E-books, Article, Workshops, Trainings, healings or Program offered for sale.

### **Conditions**

#### **1.0 Terms and Conditions**

- 1.01 The User agrees to be bound by these terms and conditions.
- 1.02 If you do not agree to the Terms and Conditions of Use, discontinue using the Product immediately!
- 1.03 By using the Product you signify your Assent and Agreement to these Terms of Conditions of Use.
- 1.04 These Terms and conditions of User are subject to change at the sole discretion of the Company.
- 1.05 The Company reserves the right to issue revisions to these Terms and Conditions of Use by publishing a revised version of this document and that version will the apply to all use by you following the date of publication. Each access of information from the Company will be a separate, discrete transaction based on the then prevailing terms.
- 1.06 The Terms and Conditions of Use and any license granted may not be assigned or sublet by You without the Company's written consent in advance.
- 1.07 Users will not use the Product for any purpose or in any way which is contrary to these Terms and Conditions of Use or which is unlawful.
- 1.08 By purchasing, accepting delivery of and using these Products you are demmed to have automatically accepted these Terms and Conditions.

#### **2.0 Product Information**

- 2.01 The Company gives no guarantee of continued availability of any particular Product advertised and offered.

- 2.02 The Company accepts no responsibility for the content of any information regarding any Product and/or Advertisement as they appear. Users acknowledge that the Company has no control over the quality, safety or standard of any Product offered in any Advertisement advertised or the truth or accuracy of the information contained (including any advertisements) and that any information provided and any illustrations or photographs displayed are solely for the guidance of Users and are not to be relied on.
- 2.03 Every effort has been made to accurately represent this Product and it's potential and there is no guarantee that you will find the performance, effectiveness or applicability this Product and techniques suitable to you, since these factors differ according to individuals.
- 2.04 The Company makes no representation or warranties with respect to the accuracy, applicability, fitness, or completeness of the Product. The information contained in and within the Product is strictly for personal use. Therefore, if you wish to apply thoughts contained in this Product, you are taking full responsibility for your actions.
- 2.05 The Company cannot guarantee your results as it depends upon your personal circumstances and how you use the Product and we are not responsible for any of your actions.
- 2.06 Users acknowledge that prices of the Product provided normally exclude government and statutory charges, Postage, Handling and Insurance unless otherwise stated.
- 2.07 The Company may, at its discretion, refuse to sell the Product if it believes it may infringe the rights of any person or may not comply with all the laws and regulations of the States and Territories.
- 2.08 Users warrant that they have not relied on any representation made by the Company which has not been expressly stated in these Terms and Conditions of Use, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by the Company.
- 2.09 The inventor, manufacturer, author and publisher of the Product and the accompanying materials have used their best efforts in preparing this Product. The Company makes no representation or warranties with respect to the accuracy, applicability, fitness, or completeness of the Product. The information contained in and within the Product is strictly for personal use. Therefore, if you wish to apply thoughts contained in this Product, you are taking full responsibility for your actions.
- 2.10 No part of this Product may be duplicated without express written consent from the Company. The material contained in this product is for educational wellness purposes only and should not be taken as advice.
- 2.11 By agreeing to purchase, buying, taking delivery of and becoming an owner of the Product you realize, recognize and acknowledge that:
- The technology saturation point has been reached for the information on the device.
  - Loading of any other information and material into the Product is expressly excluded under the Terms and Conditions of Use.

- Copying of the information and material from a Product is prohibited.
- By Loading into the Product and/or Copying from the product you will affect the existing information thereon and the purity of the vibrational program of the Product will become sterile.
- No acceptance of liability can or will be taken for the incorrect use of the Product.
- The contents of the Product within are based upon many years of research and experiences from several sources and are for personal use only.
- The contents of the Product are for information communication purposes only and any and all guarantees or warranties are neither expressed or implied.
- Under no circumstances, including, but not limited to, negligence, shall the author or distributor of the Product be liable for any special or consequential damages that may result from the use of, or your inability to use, the contents of the Product made available to you.

### **3.0 Intellectual Property, Marks, Confidentiality and Licences**

- 3.01 All intellectual property of the Product belongs to the Company or its licensors, and Users obtain no interest in that property. Users may not do anything which interferes with or breaches those intellectual property rights.
- 3.02 Materials in these Products are Copyrighted and all rights are reserved. Text, graphics, databases, HTML code, programs, information and other intellectual property are protected by International Copyright Laws, and may not be copied, reprinted, published, reengineered, translated, hosted, or otherwise distributed by any means without explicit permission. All of the trademarks of these Products are trademarks of the Company or of other owners used with their permission.
- 3.03 Certain names, graphics, logos, icons, designs, words, titles or phrases of these Products may constitute trade names, trademarks or service marks of the Company or of other entities. The display of trademarks on these Products does not imply that a license of any kind has been granted. Any unauthorized downloading, re-transmission, or other copying or modification of trademarks and/or the contents herein may be a violation of federal common law trademark and/or copyright laws and could subject the copier to legal action.
- 3.04 You agree to treat as strictly private and confidential any Subscriber Code, username, user ID, or password which you may have received from the Company and all information to which you have access through password-protected areas of the Company's websites and will not cause or permit any such information to be communicated, copied or otherwise divulged to any other person whatsoever.
- 3.05 To the extent you have in any manner violated or threatened to violate the Company and/or its affiliates' intellectual property rights, the Company, and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of NSW, Australia and you consent to exclusive jurisdiction and venue in such case.

3.06 This site may include links to third party sites which are not related to the Company and in relation to which the Company has no control or interest. The appearance of those links on this site does not indicate any relationship between the Company and that third party or any endorsement by the Company of that third party or its site. The company and owner of this site are not necessarily affiliated with sites that may be linked to this site and is not responsible for their content. The linked sites are for your convenience only and you access them at your own risk. Links to other websites or references to products, services or publications other than those of the Copmany and its subsidiaries and affiliates at this website, do not imply the endorsement or approval of such websites, products, services or publications by the Company or its subsidiaries and affiliates.

3.07 The list of marks attributable to the Company are as listed, but not limited to:

- Robyn Welch
- Portable Media Player
- Shampoo and Conditioner Programs

#### **4.0 Liabilities**

4.01 These Terms and Conditions are subject to the warranties and liabilities that cannot by law be disclaimed and the Company's liability for any breach of such a condition in relation to supply by it of Product to Users is limited to, at Company option, supply of the services again, or the payment of the cost of supplying the services again.

4.02 The Company will not be liable for any loss or damages (including direct, indirect, consequential, incidental and exemplary);

- If these Products are unavailable to Users (by virtue of interruption, suspension or termination) for any reason, including due to computer or communications link downtime attributable to malfunction, upgrades or preventative or remdial maintenance activities, loss of suppliers;
- If there is any deficiency or inaccuracy in these Products attributable to lack of maintenance of these Products;
- In relation to a notice or advertisement not appearing according to instructions; or
- In relation to the supply of services on or in relation to these Products.

4.03 On using the Product, Users indemnify the Company against any claim, demand, injury, direct or indirect damage, loss or cost, liability, right of action or claim for compensation in contract, under statute or in tort (including negligence) made against or suffered by any of those indemnified arising, in whole or in part, in relation to:

- Any activity that is expressed in these Terms and Conditions of Use to be the responsibility of the User;
- Any advertisement placed or Product made available; or
- A breach of these terms and conditions.

4.04 Users shall indemnify the Company in relation to defamation, liable, slander of title, infringement of copyright, infringement of trademarks or names of publication titles, unfair competition, breach of Trade Practices or Fair Trading legislation.

## **5.0 Legal Requirements**

5.01 The Users acknowledge that all correspondence concluded with the Company and all activities of the Company in relation to the Products are made and concluded in the state of New South Wales, Australia.

5.02 These Terms and Conditions of Use shall be governed by the laws of the state of New South Wales, Australia. The parties agree to submit to the exclusive jurisdiction of the courts exercising jurisdiction there.

5.03 Payment calculators that appear on this site are for indicative purposes only and do not necessarily reflect any interest rates on terms currently in the market.

5.04 Any other disputes will be resolved as follows:

- If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the state of NSW, Australia.
- Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.
- If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration in the state of NSW, Australia, under the rules of the Australian Commercial Disputes Centre Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

## **6.0 Other Issues**

6.01 If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.

6.02 You may also be asked to participate in online surveys in an effort to bring a better quality of service to you the user. This is optional and you may opt-out if you do not wish to receive this information.

## **7.0 Medical Matters**

7.01 The contents of thee Products has not been presented, written or produced by a medical practitioner, nor are they meant to replace the advice and/or services of a practitioner or physician, but to provide you alternative methods that could help you.

7.02 Any and all health care undertaking should be made under the advice and guidance of your own medical and health practitioners.

7.03 The Company does not give, or purport to give, any medical advice, and is not qualified to do so. It is our advice that you seek the services of a practitioner, investigate any causes, and ask the practitioner for advice.

7.04 The information on these Products is generic and does not take into account the physical state, medical status and/or health requirements of any particular individual which are relevant to the proper diagnosis and treatment of any problem, condition or disorder. Consequently, you should never use or act upon this information without first properly consulting, and seeking proper information and advice from, a qualified practitioner.

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I hereby honour the clauses that apply to the protection of the Portable Media Player

Signed: \_\_\_\_\_

Date: \_\_\_\_\_