

Pure Health Nutrition Pty Ltd
(ACN 642 383 480)
(PH)

User Terms and Conditions

These terms and conditions of use (**Terms and Conditions**) constitute an agreement between PH and any user of goods and services (**User**) which PH provides, including the website operated by PH at <https://purehealthnutrition.com.au/> (**Website**) or the PH online wellness platform which is available from the Website (**Platform**).

Each User should read these Terms and Conditions carefully – they contain important information about a User’s rights and obligations, including specific limitations or requirements that may be applicable to the User when using the Platform or Website. These Terms and Conditions also cover, on a more general basis, the User’s use of any of PH’s goods or services provided via the Platform or Website (which, together with PH’s provision of access to the Platform and Website, are referred to in these Terms and Conditions as the **Services**). References to “you” in these Terms and Conditions is a reference to you as a User.

By creating an Account and/or using the Platform or Website, you as a User agree to these Terms and Conditions and to any amendments which may be made to the Terms and Conditions from time to time in the manner provided for below.

1. KEY TERMS IN THESE TERMS AND CONDITIONS

In these Terms and Conditions, the words in bold font below have the meanings set out opposite them (unless expressly indicated otherwise).

Account means a personal account given to the User on the Platform upon successful completion by that User of PH’s registration procedure.

Advertisement means an advertisement created by a third party advertiser (or by PH in conjunction with a third party advertiser) and made accessible to Users to view and/or interact with on the Platform.

Australian Consumer Law means the Australian Consumer Law as set out in Schedule 2 of the *Australian Competition and Consumer Act 2010* (Cth).

Claim means any claim in Law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, account reckonings, proceedings and charges.

Content means any text, graphics, images, music, software, audio, video, information or other materials in digital form or otherwise made available on the Platform and Website, or which is produced in connection with the Services.

Law means any law or legal requirement, including at common law, in equity, under any statute, regulation or by-law and any mandatory decision, directive, guidance, order, decree, guideline or requirement of any authority.

Loss means any damage, loss, expense and cost whatsoever including any cost or expense regarding any Claim and any legal costs and expenses of any nature.

Order means an order for any product listed as available for purchase on the Platform.

Third Party Platform Rules has the meaning given in clause 7(e)(i).

Subscription has the meaning given in clause 4(a).

Subscription Fee has the meaning given in clause 4(b).

Third Party Platform means any third party website, system or application which PH may from time to time create a group, forum, page or channel for access by Users, including without limitation Facebook, Instagram, X, Snapchat, TikTok, Discord and Telegram.

2. **ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

- (a) By accessing and/or using the Platform and/or the Website in any way, the User accepts and agrees to be bound by these Terms and Conditions.
- (b) These Terms and Conditions together with our Privacy Policy (referred to further in clause 6(b)) constitute the entire agreement between you and PH regarding the matters set out herein and supersede any prior representations, negotiations, agreements, understandings or arrangements between you and PH on any of those matters, whether written or oral.
- (c) PH will use reasonable endeavours to ensure that a copy of the current version of these Terms and Conditions is always available [here](#). PH will also use reasonable endeavours to contact you (via the email address linked to your Account) to notify you of any updates to the Terms and Conditions. Notwithstanding this, you acknowledge it is your sole responsibility to review and check any updates to these Terms and Conditions from time to time. Please refer to clause 15 for more information.
- (d) Your continued use of or access to the Platform and/or Website will, to the greatest extent permitted by Law, be deemed acceptance of these Terms and Conditions as most recently updated.
- (e) PH may make changes to the Platform and/or Website at any time in its discretion.

3. **ACCOUNT REGISTRATION**

- (a) In order to use some of the Services we provide, including the Platform, you must first successfully register an Account.
- (b) You must provide PH with true, full and accurate information when registering for an Account. For all Users, you will be required to provide an email address when you register for an Account. PH may also ask you for additional information. PH reserves the right to reject registration of your Account if you do not provide the information requested. PH will not be responsible for any Loss suffered by you if you provide inaccurate or incomplete information when creating your Account, including in circumstances where PH exercises its rights under these Terms and Conditions to suspend or cancel that Account accordingly.
- (c) When you register an Account, PH may send you an email containing a code in order to verify your email address. If you have any issues registering your Account or are unable to receive any email messages from PH, please contact PH at 0466468099 and provide us with contact details to contact you.
- (d) PH reserves the right, in its sole and absolute discretion, to refuse to process any Account registration requests or to otherwise block or restrict your access to the Platform. This may include circumstances where you have previously been banned from the Platform.
- (e) Upon successful completion of the registration of your Account:

- (i) your Account will be accessible to you via a username and password of your choice; and
 - (ii) subject to you at all times complying with these Terms and Conditions, PH will grant you a non-exclusive, non-transferable right to use the Platform and those Services which can only be accessed through a registered Account.
- (f) To the maximum extent permitted by Law, PH may in its sole and absolute discretion refuse requests to access the Platform or use Services.
- (g) It is your sole responsibility to ensure that your Account information is kept up to date and that you have provided PH with accurate personal details at all times so that PH can contact you for any reason in relation to the Platform, the Services, or your use of the same (including any Order).
- (h) PH may terminate the Platform or the provision of any of the Services at any time in its sole and absolute discretion. In such circumstances, PH may notify you using the information provided by you when registering your Account or as updated by you as required under this clause 3.
- (i) PH is not liable to you for any Loss you may incur as a result of:
- (i) you failing to provide full and accurate personal details at all times; or
 - (ii) any delay or failure by you to receive any communication from PH regarding the Platform or any of the Services, regardless of how that may occur.

4. PLATFORM SUBSCRIPTION FEE

- (a) Only Users who have a valid subscription are able to access the Platform (**Subscription**).
- (b) The validity of your Subscription is subject to your payment of a weekly recurring subscription fee to PH (**Subscription Fee**).
- (c) The amount of the Subscription Fee as at the time you register for an Account will be shown on the Account registration page.
- (d) Upon agreeing to pay the Subscription Fee, you:
- (i) will be require you to provide certain information, including without limitation credit card or bank account information. PH uses a third party processor (Stripe) to process payments of the Subscription Fee. PH's third party processor will maintain your credit card or bank account details (and those details are not accessible by PH); and
 - (ii) accept that you are liable for payment of all amounts stated and further authorise PH (or its contractors or agents) to undertake such credit or security checks or to otherwise obtain or transmit such other information as is necessary to process the Subscription and to ensure compliance with all applicable Laws.
- (e) You otherwise acknowledge and agree that PH is not responsible for the decisions of any third party payment providers or your interactions with them.

- (f) You can cancel your Subscription at any time by **[insert method for cancellation]**. PH will take all such steps reasonably necessary to cancel your Subscription upon your request to do so. You will not receive a refund for any Subscription Fees previously paid.
- (g) PH may from time to time adjust the amount of the Subscription Fee. PH will provide at least 30 days prior written notice to you (through contacting the email address linked to your Account and on the Platform) prior to implementing any adjustment to the Subscription Fee (**Notice of Adjustment**). For any new Users registering after a Notice of Adjustment has been given, PH will include a Notice of Adjustment on the new User registration page advising of the upcoming adjustments to the Subscription Fee. The Notice of Adjustment will set out the date that the adjustment to the Subscription Fee will come into effect (**Effective Date**).
- (h) If you do not agree to any adjustment to the Subscription Fee, you should cancel your Subscription prior to the Effective Date. With effect on and from the Effective Date, if you continue to maintain a Subscription you are taken to have authorised PH and its third party processors to deduct from your credit card or bank account (as applicable) the adjusted Subscription Fee in the manner set out in clause 4(b) in order to maintain your Subscription.

5. ACCOUNT SECURITY

- (a) It is your sole responsibility at all times to ensure the username and password required for you to access your Account are in each case kept secure and confidential and are not disclosed to any other person.
- (b) You must not sell, transfer or assign your Account to anyone else unless you have obtained prior written consent from PH to do so (which may be given or refused in PH's sole and absolute discretion). You must not allow anyone else to use or access your Account. Where the Account is in the name of a business entity, only officers and employees of that entity may use the Account. PH may suspend or cancel your Account if it suspects you are in breach of this clause.
- (c) You must not use another User's Account without the express written consent of that User and PH. PH may require proof of the other User's consent at any time.
- (d) You must notify PH immediately by email to wellnesshub@purehealthnutrition.com.au upon becoming aware of any unauthorised use of your username, password or Account, or of any other breach of security associated with your Account, and must where possible provide PH with appropriate evidence (including screenshots) demonstrating the unauthorised use. Once notified, PH will reset your password and send a new password to the email address linked to your Account. PH may, but is not obliged to, take any further action as it considers necessary, including suspending your Account (without liability to you whatsoever) in order to prevent any activity on the Account whilst any suspected breach of security subsists.
- (e) Whilst PH takes its security obligations seriously, you are responsible for all activities which occur in connection with your Account (regardless of whether you know about them). PH is not liable for any Loss whatsoever that you may incur as a result of any unauthorised use of your Account (including under any Order placed by your Account).
- (f) Any access of the Platform or use of the Services which can be attributed to your Account (including the placing of any Orders) will be considered to be the use of the Platform or Services by you unless you have previously notified PH in writing of an unauthorised use of your Account or of any other breach of security associated with your Account and, at the relevant time, the breach has not been remedied by PH as contemplated under clause 5(d).

- (g) To the maximum extent permitted by Law, you will be held responsible for any Losses incurred by PH, its officers, employees, contractors or agents, or by any third party, due to any unauthorised use of your Account.

6. PRIVACY

- (a) In order to provide the Services, PH may require full and accurate personal information about you. PH will only use that information where PH has a legal basis to do so.
- (b) PH's Privacy Policy (**Privacy Policy**) contains provisions which explain the type of information collected by PH, how PH uses that information, and your rights in connection with that information.
- (c) By accessing the Platform or using the Services, you will be deemed to have read and accepted the Privacy Policy (as amended from time to time).
- (d) PH reserves the right, in its sole and absolute discretion, to amend the Privacy Policy from time to time. You agree that your continued use of the Platform or the Services after any such amendment to the Privacy Policy will be taken as your acceptance of the terms of the amended Privacy Policy.

7.1 Acknowledgements

You acknowledge and agree that, unless otherwise stated in these Terms and Conditions:

- (a) your use of the Platform and the Services (and your viewing and/or interacting with Content) is at your own risk;
- (b) to the maximum extent permitted by Law, you hereby release PH and its officers, employees, contractors or agents from any and all Claims, liability and Losses which you may suffer or incur arising out of or resulting from, or relating in any way to your improper use of the Platform or the Services, including for negligence, inherent and unforeseen risks, injury or damage to persons or property and the actions of Users and other third parties and participants; and
- (c) PH reserves the right (but is under no obligation) to monitor the Platform and your use of the Services. PH may, at its sole and absolute discretion, delete your Account and remove your access to the Platform and the Services if, in PH's sole opinion, you are in breach any of these Terms and Conditions.

7.2 Disclaimer

Without limiting clause 7.1, by viewing, accessing or interacting with any Content on the Platform or Website, you acknowledge and agree that:

- (a) the Content is provided for general informational purposes only, and without any consideration to your personal current physical or mental health, fitness or other status, or any of your goals or objectives;
- (b) to the extent that the Content provides information about the success of other Users, this does not guarantee any similar result for you, such as improved health or weight loss;
- (c) none of the Content is to be taken or used as medical advice or any examination, diagnosis, suggested treatment, cure or prevention of any disease, ailment or condition, or as suggesting that you will achieve any of your goals or objectives;

- (d) any act or omission you take as a result of your interaction with the Content should only occur once you have undertaken your own independent due diligence. In particular, the Content should not be used as a substitute for independent professional medical advice which is specific to you, including from one of PH's qualified nutritionists or a medical practitioner;
- (e) from time to time PH may publish Content which references, comments on or recommends goods or services of third parties (including third parties to whom PH has an existing business relationship);
- (f) the disclaimer in this clause 7.2 also applies in respect of:
 - (i) any purchases or use of goods or services you make from a third party as a direct or indirect result of PH referencing, commenting on or recommending that good or service in any Content published on the Platform, Website or in connection with the Services; and
 - (ii) any Content posted on a Third Party Platform by PH, any other User or third party; and
- (g) to the maximum extent permitted by Law, PH will not be liable for and you release PH and its directors, officers, employees, contractors and agents from any direct or indirect Loss suffered or incurred by you as a result of any act or omission you take due to Content published on the Platform, Website or as part of any of the Services (including through your purchase or use of any goods or services from a third party arising in connection with your viewing or interacting with such Content).

7.3 No Tampering

- (a) Neither you nor anyone having access to your Account may do, or attempt to do, any of the following:
 - (i) use the Services in a manner which is, in PH's reasonable opinion, contrary in any way to these Terms and Conditions;
 - (ii) access or attempt to access sections of the Platform or Services which you are not authorised to access;
 - (iii) alter or tamper with any part of the Platform or the Services except as expressly authorised by PH;
 - (iv) use any automated means or interface including tracking software, robots, spiders or similar technological devices or programs not provided by PH to access the Platform or the Services or to track other Users' usage of the Platform or the Services;
 - (v) reverse engineer any aspect of the Platform or the Services or do anything to discover the source code, or to circumvent measures put in place by PH to prevent or limit access to any area of the Platform or the Services;
 - (vi) send viruses, or any computer code, file or program to the Platform or the Services which is designed to, or has the effect of, destroying, interrupting or limiting the functionality of the Platform or the Services, or of any computer software or hardware, or other telecommunications equipment; or
 - (vii) do anything when accessing the Platform or the Services which is to the commercial disadvantage of PH, or is otherwise adverse to the business interests of PH (or likely to be so).

- (b) PH reserves the right to take any action which it deems reasonably necessary to detect, identify, prevent, or stop any conduct which, in PH's opinion, constitutes (or has the potential to constitute) a contravention of this clause 7.3 or under any applicable Law (including any Law relating to copyright infringement), even if that conduct does not specifically violate any of these Terms and Conditions. This includes the right to immediately and without notice cancel your Account.

7.4 User Obligations

- (a) You agree to comply with all Laws which may be applicable to your access and use of the Platform or the Services.
- (b) You must not:
 - (i) use or encourage or enable any other party to use the Platform or Services to violate any applicable Law as outlined in these Terms and Conditions;
 - (ii) use the Platform or the Services to discriminate against, spam, harass, stalk or otherwise inappropriately communicate with other Users;
 - (iii) use or misuse the Platform or the Services in any way which may impair the Platform, the Services or the systems used to deliver the Platform or Services;
 - (iv) interfere with any other person's use of and enjoyment of the Platform or Services;
 - (v) attempt to gain unauthorised access to any materials, information or the computer systems on which the Platform or the Services are hosted;
 - (vi) transmit, or input or upload onto the Platform, any files that may damage any other person's computing devices or software or Content that may be illegal or otherwise offensive, or material or data in violation of any Law (including data or other material protected by copyright or which is confidential information which you do not have the right to use or disclose); or
 - (vii) obtain or attempt to obtain any materials, information or Content of PH through any means not intentionally made available through the Platform or the Services.
- (c) Without limiting these Terms and Conditions and to the maximum extent permitted by Law, you:
 - (i) are liable for and must indemnify and keep indemnified PH against any and all Claims, liability and Losses incurred by PH and its their officers, employees, contractors or agents; and
 - (ii) release and discharge PH and its officers, employees, contractors or agents from all Claims which you had, have or may but for the operation of this clause have had against PH and its officers, employees, contractors or agents,

which are caused by or contributed to or in any way connected with any breach of this clause 7.4.

8. THIRD PARTY PLATFORMS

- (a) From time to time PH may, in connection with providing the Services, make available one or more Third Party Platforms which allow Users to interact (including by posting Content) with PH and other Users. You may access, use and interact with any Third Party Platforms at your own discretion.
- (b) At all times when using any Third Party Platform, you agree to act respectfully when interacting with other Users. In addition, you acknowledge and agree that:

- (i) PH may from time to time impose additional rules for Users accessing or using any Third Party Platform (**Third Party Platform Rules**); and
 - (ii) your use of any Third Party Platform is subject to your ongoing compliance with these Terms and Conditions and any Third Party Platform Rules.
- (c) The Third Party Platform is hosted on a third party website which is not controlled by PH. Accordingly, PH takes no responsibility for any third party Content you view or interact with on the Third Party Platform and you agree that you access the Third Party Platform at your own risk.
 - (d) To the maximum extent permitted by Law, you hereby release PH and its officers, employees, contractors or agents from any and all Claims, liability and Losses which you may suffer or incur arising out of or resulting from, or relating in any way to your access or use of any Third Party Platform.

9.1 Ownership

- (a) All Content on the Platform, Website and the Services, including the text, graphics and photos created by and for PH, and PH's name, logo and trade marks (whether registered or unregistered), as well as the 'look and feel' of the Platform including its structure, sequence and organisation (together, **Our Content**), is owned by or licensed to PH, and may be subject to copyright, trade mark and other intellectual property rights under Australian and foreign Laws and international conventions.
- (b) Our Content is provided to you 'as is' for your information and personal use only. Our Content may not be used for any other purpose whatsoever without PH's prior written consent or as expressly permitted herein. In particular, you may not, without our permission, use this Platform or Website to store, distribute, perform, communicate to the public, adapt, reproduce or copy any of Our Content or use the Services for any commercial or non-personal purposes.
- (c) While all Our Content and other Services are provided in good faith and PH endeavours to ensure that it published accurate and up to date information, to the maximum extent permitted by Law, PH makes no representation or warranty as to the truth, accuracy, currency or completeness of Our Content.
- (d) You must not do, participate or assist in, or cause, procure, authorise or allow any third party to do, participate or assist in, anything designed to:
 - (i) discover, or which has the effect of discovering, the design, composition, construction methods, structure, source code, object code or otherwise to reverse engineer any part of the Platform or the Services; or
 - (ii) infringe, or which has the effect of infringing, any of PH's intellectual property rights generally.
- (e) From time to time, you may contact PH with any suggestion, comment, feedback or request that you may have in relation to the Platform or the Services. By doing so, you acknowledge that the intellectual property rights in any changes made to the Platform or Services made as a result of a suggestion, comment, feedback or request that you have made will immediately become Our Content and belong to PH, and you will have no right, title or interest in connection with such alterations or modifications (including any rights to compensation of any kind whatsoever).
- (f) You agree not to use any of Our Content other than as expressly permitted under these Terms and Conditions. If you download or print a copy of Our Content for your personal use (or another use which is expressly permitted by Law) you must only make a single copy and must not remove any copyright and other proprietary legal notices contained in Our Content.

9.2 Open Source Content

- (a) The Platform may include or rely upon open source software, codes, modules or languages (**Open Source Content**). Any and all Open Source Content used by PH is governed by the relevant open source licences.

- (b) If you use the Platform or the Services in a manner that is not permitted under these Terms and Conditions, PH cannot warrant that such use by you in that manner will be permitted under any relevant open source licensing regimes. You agree to indemnify and hold PH and its officers, employees, contractors or agents harmless from and against any and all Claims, liability and Losses incurred as a result of your use of the Platform or the Services in a manner not permitted under these Terms and Conditions.

10. PARTNERS

- (a) PH may agree with third party partners to provide recommendations and/or publish Advertisements on the Platform (including in connection with an event or special promotion) on such commercial terms as PH in its absolute discretion deems fit.
- (b) By using the Platform or any Services, you agree to PH publishing information and Advertisements about its partners.

11. ORDERS AND DELIVERY

- (a) To place an order Order you must follow the instructions on the Platform.
- (b) The prices shown for any products the subject of an Order will include:
 - (i) Goods and Services Tax payable under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (ii) other charges, including processing fees and delivery charges.

By placing an Order, you accept that you are liable for payment of all amounts stated and further authorise PH (or its contractors or agents) to undertake such credit or security checks or to otherwise obtain or transmit such other information as is necessary to process the Order and to ensure compliance with all applicable Laws.

- (c) PH will not process any Order until the Order has been paid for in full. Payment may occur by any of the payment methods specified from time to time on the Platform. To the extent PH accepts payment through any third party payment provider (such as Stripe), you acknowledge and agree that PH is not responsible for the decisions of those payment providers or your interactions with them.
- (d) If you have made a mistake or wish to cancel your Order, please contact PH immediately by wellnesshub@purehealthnutrition.com.au. PH will in good faith endeavour to assist with your request to vary or cancel an Order, provided however that you acknowledge and agree that:
 - (i) PH offers no guarantees that it will be able to do so; and
 - (ii) you may be liable to pay additional fees for any variation/cancellation (which PH will notify you of prior to you incurring these fees).

Nothing in this clause is intended to exclude any of your statutory rights under the Australian Consumer Law.

- (e) Upon your placing of an Order, PH will send you an Order confirmation email. Notwithstanding the receipt of an Order confirmation email, you acknowledge and agree that PH may refuse to process an Order in its sole discretion, including due to:
 - (i) an error in the marketing of the products the subject of the Order, including as to price or description;
 - (ii) there being a shortage of any product the subject of the Order; or

- (iii) PH the Order is fraudulent or in breach of any Laws, including but not limited to suspecting that you may be on-selling the products the subject of the Order to other third parties without PH's consent or in breach of any conditions imposed by PH in respect of that sale.
- (f) If PH does not process an Order, it will promptly take such steps as are reasonably necessary to refund your payment for that Order to your original payment method (less any proceeding fees).
- (g) PH will not be liable to you for any Claims or Losses of any nature suffered or incurred by you due to a performance of an Order not occurring within any estimated time or date specified.
- (h) Risk in any product the subject of an Order passes from PH to you upon the completion of the Delivery for that product. On and from that time, PH will not be liable for any Loss you suffer or incur due to any product being damaged or destroyed.
- (i) If you believe that any product which was Delivered to you has a defect or is not in accordance with the products on the Platform, please contact PH by wellnesshub@purehealthnutrition.com.au. You agree to provide all such reasonable assistance as PH requests in order to assess whether there is a defect in a product.
- (j) Where a product is defective, PH will (at its discretion) either replace the relevant defective product or otherwise refund the price of the product to you using your original payment method. In the event that there is a dispute as to whether or not a defect exists in a product, you and PH each agree to resolve such dispute in accordance with clause 14 (but without limiting your statutory rights under the Australian Consumer Law). Where a product does is not defective (or where you otherwise do not have a remedy for a failure to comply with any consumer guarantees under the Australian Consumer Law), PH will inform you of such fact.
- (k) For the avoidance of doubt, notwithstanding any amendment to these Terms and Conditions, the version of these Terms and Conditions which applied at the time of placement of an Order will apply in the event there is a Dispute in connection with that Order.

12. INDEMNITY

- (a) To the maximum extent permitted by Law, you agree to indemnify PH and its officers, employees, contractors or agents against any and all Claims, liability and Losses which may be incurred as a result of, or in connection with (without limitation) any:
 - (i) breach or alleged breach of these Terms and Conditions;
 - (ii) intellectual property infringement;
 - (iii) breach of privacy or any other rights of a third party; and/or
 - (iv) violation of any Law;by you or any party on your behalf.
- (b) Any failure or delay in or by PH in enforcing any part of these Terms and Conditions is not to be construed as a waiver of PH's rights. Any waiver of PH's rights must be given in writing, in which case it will relate only to the rights expressed to be waived and will not be deemed to constitute a future waiver of those or any other rights.
- (c) You acknowledge this clause 12 continues in force notwithstanding your cessation of use of the Platform, Website and the Services (including after the cancellation or termination of your Account).

13. LIMITATION OF LIABILITY

- (a) Notwithstanding any other provision in these Terms and Conditions, PH and its officers, employees, contractors or agents will, to the greatest extent permitted by Law, not be liable for any of the following

losses, regardless of whether such losses arise in contract, in tort (including in negligence), under statute, in equity, by way of indemnity or otherwise and regardless of whether those losses are direct or indirect: loss of revenue or anticipated revenue, loss of profit or anticipated profit, failure to realise anticipated savings, loss of financing or costs in connection with loss of financing or procuring new financing, loss of denial of opportunity (including financial opportunity), loss of contract, loss of access to markets or loss of or damage to goodwill, business reputation, future reputation or publicity.

- (b) PH will use reasonable endeavours to ensure that the Platform, Website and Services are operational at all times. However, PH gives no warranties whatsoever that the Platform, Website or Services will be fully functional and free of errors, bugs or viruses. Accordingly, you agree that PH will not be held liable for any delay, disruption or interruption in your access to the Platform, Website or Services. You further agree that PH will not be liable for any Losses or liability which may be incurred as a result of, or in connection with, or in relation to any loss of functionality of the Platform, Website or Services, or any errors, bugs or viruses, whether or not there is any resultant destruction, interruption or damage to your electronic device from which the Platform, Website or Services are accessed.
- (c) PH and its officers, employees, contractors or agents may plead this clause 13 as a complete defence to any action, proceeding or suit which may be taken or commenced by a User or on their behalf arising out of the matters referred to in these Terms and Conditions and, until this clause 13 is set aside by a final order of a Court, the User must consent to an order staying such action, suit or proceeding.

14. DISPUTE RESOLUTION

- (a) This clause relates to any dispute with PH in relation to these Terms and Conditions or PH's enforcement of these Terms and Conditions (**Dispute**). You agree to abide by the terms of this clause as regards any such Dispute.
- (b) If you have any Dispute you must:
 - (i) notify PH of the Dispute as soon as practicable and by all reasonable means, including by email to wellnesshub@purehealthnutrition.com.au. (**Notification of Dispute**); and
 - (ii) co-operate with PH or PH's authorised representative to resolve the Dispute.
- (c) During the period of 60 days after PH receives your Notification of Dispute, you and PH will use best endeavours to attempt to resolve the Dispute by negotiation.
- (d) If the Dispute is not satisfactorily resolved by negotiation between you and PH after the 60 day period referred to in clause 14(c) above (or, where both you and PH agree to a longer period, that longer period), either you or PH may refer the Dispute to mediation, in accordance with the ADC Guidelines for Commercial Mediation published by the Australian Disputes Centre (**ADC**) in force at the time, to a mediator agreed upon by you and PH (or if such agreement cannot be reached, a mediator appointed by the ADC), and with such mediation to be held in Perth, Western Australia (and with Western Australian law applying in respect of the mediation).
- (e) You and PH agree that the mediation will continue until:
 - (i) the Dispute is resolved; or
 - (ii) there is a determination by the mediator that the Dispute is unlikely to be resolved through mediation.
- (f) Each party will bear its own costs in relation to the resolution of the Dispute. The costs of the mediation in accordance with clause 14(d) above will be borne equally between both parties.
- (g) During the Dispute, these Terms and Conditions will remain in full force and effect.
- (h) Neither party may commence any arbitration or court proceedings without first complying with this clause 14, provided that nothing in this clause 14 denies PH the right to seek urgent interlocutory relief

(including an injunction) from an appropriate court in relation to any Dispute (or any other matter) arising under these Terms and Conditions.

15. AMENDMENT OF TERMS AND CONDITIONS

- (a) PH reserves the right, in its sole discretion, to amend these Terms and Conditions at any time, in which case those amended Terms and Conditions will be immediately binding and will supersede the previous iteration of these Terms and Conditions on and from that time. PH will use reasonable endeavours to notify you of any updates or changes to these Terms and in the manner set out in clause 15(c).
- (b) For the purposes of clause 15(a) above, you agree and acknowledge that you will be deemed to have been notified of any amendments to these Terms and Conditions once PH has posted them here or notified you by email (to your email address contemplated in clause 15(c) below). You agree that your continued use of the Platform, Website or the Services after PH makes any amendment to the Terms and Conditions will be taken as your acceptance of those amended Terms and Conditions.
- (c) If PH needs to notify you about any aspect of these Terms and Conditions or changes thereto (as determined by PH in its sole and absolute discretion), it will do so using the current email address linked to your Account (and you are taken to have consented to PH contacting you in this way). If you wish to withdraw this consent you may do so by contacting us at wellnesshub@purehealthnutrition.com.au. However, if you wish to continue receiving such notifications from PH you must provide an alternative valid and active email address. You otherwise agree that PH will not be liable if you have withdrawn such consent and not provided an alternative email address (which will prevent PH from being able to contact you).
- (d) It is your sole responsibility to check periodically for any amendments to these Terms and Conditions. If you do not agree with the amended Terms and Conditions, you must immediately stop using the Platform, Website, and the Services, and you should cancel your Account.
- (e) Notwithstanding clause 15(b) above, where you notify PH of a Dispute in accordance with clause 14 above, any amendments made to these Terms and Conditions after you have notified PH of the Dispute will (to the extent they relate to the Dispute) not apply to you until the Dispute has been resolved.

16. SUSPENSION AND CANCELLATION OF ACCOUNT

- (a) PH reserves the right to suspend your Account at any time and for any breach of these Terms and Conditions, or any alleged such breach (pending investigation), or to otherwise prohibit you from accessing all or particular parts of the Platform or the Services (either temporarily or permanently).
- (b) At the conclusion of an investigation into any alleged breach of these Terms and Conditions by you, PH may in its sole and absolute discretion:
 - (i) reactivate your Account;
 - (ii) temporarily suspend your account; or
 - (iii) permanently cancel your Account in accordance with the remainder of this clause 15.
- (c) PH reserves the right to cancel your Account at any time and for any breach of these Terms and Conditions or if (in PH's reasonable opinion) your Account has remained inactive for a period greater than 12 consecutive months. If PH cancels your Account, you may not, under any circumstances, register a new Account without prior written consent and approval from PH.
- (d) If PH cancels your Account in accordance with clause 16(a) above, you will no longer have access to your Account, and you will no longer be authorised to use certain parts of the Platform or Services.
- (e) If you wish to cancel your Account, you may contact PH by email at wellnesshub@purehealthnutrition.com.au and PH will endeavour to cancel your Account as soon as practicable. Please note that any Content that you have transmitted, inputted or uploaded may

potentially remain accessible to others after your Account has been cancelled.

- (f) To the maximum extent permitted by Law, PH is not liable for any Losses of any kind suffered or incurred by you in connection with or arising from the suspension or cancellation of your Account or the restriction of your ability to access the Platform or the Services in part or in full.

17. GOVERNING LAW

These Terms and Conditions are governed by the Laws of Western Australia. You agree to submit to the exclusive jurisdiction of the courts of Western Australia for all matters arising in connection with these Terms and Conditions.

18. SEVERANCE

If any part of these Terms and Conditions is, or becomes, void or unenforceable, that part is, or will be, severed from these Terms and Conditions so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

19. ASSIGNMENT

PH's rights and obligations under these Terms and Conditions may be transferred or assigned at any time at PH's absolute and sole discretion.

20. INTERPRETATION

- (a) Headings in these Terms and Conditions are provided for convenience only and do not form part of these Terms and Conditions or affect its interpretation.
- (b) A clause in these Terms and Conditions must not be construed to the disadvantage of PH merely because PH was responsible for the preparation of these Terms and Conditions or any amendments thereto.
- (c) In these Terms and Conditions, "including" and similar expressions are not words of limitation.
- (d) Each of these Terms and Conditions which, expressly or by its nature, survives termination of these Terms and Conditions shall remain fully enforceable notwithstanding such termination.