



Tel: (03) 9309 8585

info@reachformars.com.au

Level 1, 8 Dargie Court VIC 3047

ABN- 14 237 003 965

WEBSITE TERMS AND CONDITIONS

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Welcome to www.reachformars.com.au ("Site").

This Site is owned and operated by Kamelia Dennaoui, ABN 14 237 003 965, trading as Reach for Mars Speech Pathology (referred to in these terms as "Reach for Mars Speech Pathology", "we", "us", and "our"). Please take the time to read the terms of use that are applicable to your use and enjoyment of this Site and the content made available to you via this Site and our social media channels ("Terms"). These Terms together with our Privacy Policy <https://reachformars.com.au/privacy-policy/> apply to all Site visitors, subscribers, customers, and all other users of the Site ("user", "you" and "your").

CONSENT TO SITE TERMS

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

NO MINORS

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

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

CHANGES TO THESE TERMS

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

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

INTELLECTUAL PROPERTY

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

No Commercial Use

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever the Site, our products and/or services or the Content, our Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without our prior written consent. We reserve the right to immediately remove your access to our Site, products and services, Content, without refund, if you are found to be violating these Terms.

LINKS TO OTHER WEBSITES

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

PRIVACY

These Terms also include our Privacy Policy which sets out how we use your personal information, which can be accessed here <https://reachformars.com.au/privacy-policy/>. By using this Site, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

CREATING AN ACCOUNT

To place orders and access some features of the Site, you may have to register an account. This means you’ll have to give us accurate information including your name, [if applicable] your business name, address, a valid email address and telephone number and you must be at least 18 years old. You warrant that any information you provide during the account set up process is accurate and correct at the time you provide the information and that you’ll update information should there be any changes to the information provided. You’ll be solely responsible for the activity that occurs on your account (including orders placed on your account) so keep your account password secure. We reserve the right to suspend or cancel your account at any time, at our sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts our reputation.

PRICES AND PAYMENT

Prices

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

Credit card authorisation

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

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Site, including but not limited to any consent you provide to receive communications from us solely by means of electronic transmission. You further acknowledge and agree that when you click on or tick "I agree", "I consent", or other similarly worded click or tick options by electronic means using an electronic device such as a mobile phone, tablet, desktop, laptop or any other computer device capable of allowing you to click or tick, your agreement and/or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

INFORMATION AND ADVICE

The information provided on or through our Site, such as its content or any articles, is intended to be for informational purposes only and does not constitute or replace professional advice for specific situations or unique needs. The information available on our Site should not be relied upon as professional advice, and is not to be used to diagnose or treat any health issue, whether mental or physical. Your use of our Site does not create a physician-patient relationship.

The content provided on our Site, including information about products, services, or general health topics, is intended for informational purposes only and should not be considered as professional medical advice. We strongly recommend that users consult with qualified healthcare professionals before using any products or services mentioned on our Site or if they believe they may have a health issue or have a health concern. Users should not rely solely on the information provided on our website as a substitute for professional medical advice, diagnosis, or treatment.

Each individual has unique health considerations, if users have specific questions or concerns about their health, they should seek advice from a qualified healthcare professional who can assess their individual health situation.

We strive to provide accurate and up-to-date information on our Site, but we cannot guarantee the accuracy, completeness, or reliability of the information at all times. Users should be aware that medical knowledge and practices evolve over time, and information on our Site may become outdated or may not be applicable to current medical standards or guidelines.

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

By referencing or referring to anything on our Site including products or services, programs, any processes or other information, this does not constitute or imply our endorsement, sponsorship or recommendation in any way.

NO GUARANTEES

We cannot guarantee that use of any of our content will lead to guaranteed success. We do not provide any assurance or guarantee of a specific outcome or result under any circumstances. Separate terms and conditions will apply to our courses, programs or one-on-one services.

PERSONAL RESPONSIBILITY

By using our Site, you acknowledge you are solely and personally responsible for any results you achieve. You further acknowledge and agree that you will undertake your own due diligence and judgement before applying anything you have gained or learned from your use of this Site, taking into account your own personal circumstances.

SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA

We always appreciate interaction on our social media channels and feedback about our Site, products and services, as it helps us to improve our Site and our products and services. Through the use of this Site, you may contact us or interact with us via our social media channels. We love to hear from you!

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

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

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

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

Our Site and social media channels may feature blogs by guest bloggers, the content of the guest blogs in no way represent the views or opinions of Reach for Mars Speech Pathology or its owners, shareholders, employees or others, but are the sole product of its creator. We disclaim all liability with respect to any content submitted by the guest blogger.

CONSULTATIONS

In the future, consultation times may be booked via our Site. A list of prices is available is available here <https://reachformars.com.au/wp-content/uploads/2023/08/Reach-for-Mars-Price-Guide-1.pdf> .

Payment for your initial consultation must be made at the time of booking.

Cancellation and Refunds

Should you need to cancel your consultation please review the Cancellation and Refund Policy. These Terms incorporate our Cancellation and Refund Policy which sets out terms and the process for cancelling your consultations.

MARKETING

We are committed to providing evidence-based information to inform patients about our services, treatment options, and practices.

Our marketing materials, website, social media content, and any other forms of communication will focus on evidence-based information, such as clinical studies, research findings, or professional expertise, to educate patients about the benefits, risks, and outcomes associated with our services and will otherwise comply with all applicable laws.

PROHIBITED USE

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

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

WARRANTIES AND DISCLAIMERS

This Site is provided on an "as is" and "as available" basis and to the fullest extent permitted by applicable law we make no representations or warranties (express or implied) about our Site and/or the products or services including that:

- a. they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;

- b. access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
- c. there is no possibility of failure to store communications or other data.

The use of any products and/or services, requires personal choices and/ or actions that are unique to the individual and any reliance on the content made available on our Site, through our products and/or services are at your own risk.

LIMITATION OF LIABILITY

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

OUR RIGHT TO BE INDEMNIFIED BY YOU

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

ADDITIONAL TERMS

Where you have selected to enter into a further agreement, relationship or contract with us beyond this Site, including by purchasing products or services which require this, we will issue you with Additional Terms.

BREACH AND TERMINATION

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

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

SEVERABILITY

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

CEASING OUR WEBSITE

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

ASSIGNMENT

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

ENTIRE AGREEMENT

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

GOVERNING LAW AND JURISDICTION

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