



WEBSITE TERMS OF USE

1. APPLICATION OF TERMS

Thank you for visiting our website. This website is owned and operated by ABN 67594826715.

By accessing and/or using our website and related products and services, you agree to be bound by these Terms. If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

These Terms apply to your use of www.evolvingpain.com.au (the “Website”).

You agree to be bound by these terms and conditions.

We reserve the right to withdraw or amend the content on our Website at any time without notice. We will not be liable for any reason our Website is unavailable at any time or for any period. We may restrict access to some parts of or the entire Website, from time to time.

We may amend these terms and conditions from time to time and these changes will be deemed to be immediately incorporated into and form part of these Terms. By continuing to visit and use our website and purchase our products and services, you will signify your agreement to be bound by the amended Terms. We encourage you to read our Terms and check back often.

These Terms are governed by the laws of Australia.

2. DEFINITIONS

In these Terms:

Including and similar words do not imply any limit.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.

Personal information means information about an identifiable, living person.

Terms means these terms and conditions titled Website Terms of Use.

We, us or our means Rachael Sheat trading as Evolving Pain.

Website means www.evolvingpain.com.au.

You means you or, both you and the person on whose behalf you are acting.

3. ABILITY TO ACCEPT TERMS



You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

4. **PRODUCTS & SERVICES**

We offer all services and products as set out on the Website.

We reserve the right to amend the prices of our products and services at any time.

All items are subject to availability. We will inform you as soon as possible if the products you have ordered are not available.

Products and services that are not ordered directly from the website are to be paid by the payment methods set out in our invoice, which include payment by direct credit to our bank account.

5. **BOOKINGS AND CANCELLATION**

Bookings will not be effective until confirmed in writing by us.

If you wish to cancel or reschedule, the following fees will apply:

- a. Less than 24 hours' notice of cancellation or rescheduling: a cancellation fee equal to 50% of the cost of the booking will be payable.
- b. Any deposit paid will be forfeited upon cancellation by you and will be used to satisfy the cancellation fee payable (or part thereof).

A cancellation fee will apply regardless of whether a deposit has been received.

If our service is cancelled by us, no cancellation fee will be payable, and you may have the option of rescheduling or receiving a refund in full with no deductions or fees applicable.

6. **INTELLECTUAL PROPERTY**

The Website and its content and our products contain intellectual property owned by us, including trademarks, copyrights, proprietary information and other intellectual property.

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 any of our intellectual property, in whole or in part, without our prior written consent.

7. **DISCLAIMERS**



To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss.

We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited, and for your own compliance with applicable local laws.

The Website, our products and all blog articles, resources, tools, and other resources on the Website are educational and informational resources only and are not a substitute for any kind of professional or specialist advice. We cannot guarantee the outcome of following any recommendations provided and any statements made regarding the potential outcomes are expressions of opinion only.

By continuing to use and read our website and all blog articles, resources, tools, and other resources, and by buying and using our products, you acknowledge that we cannot guarantee any particular results, as such outcomes are based on subjective factors that are not within our control. Therefore, following any information or recommendations provided on our website and in our blog articles, resources, tools, and other resources, and using our products, is at your own risk.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

8. LIABILITY

To the maximum extent permitted by law:

- a. you access and use the Website at your own risk; and
- b. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.



9. **SUSPENSION AND TERMINATION**

Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Website (or any part of it).

On suspension or termination, you must immediately cease using the Website and must not attempt to gain further access.

10. **GENERAL**

If we need to contact you, we may do so by email or by posting a notice on the Website. You agree that this satisfies all legal requirements in relation to written communications.

These Terms, and any dispute relating to these Terms or the Website, are governed by and must be interpreted in accordance with the laws of Australia. Each party submits to the non-exclusive jurisdiction of the Courts of Australia in relation to any dispute connected with these Terms or the Website.

For us to waive a right under these Terms, the waiver must be in writing.

Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 6, 7 and 8, continue in force.

If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.

These Terms set out everything agreed by the parties relating to your use of the Website and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Website that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

11. **FEEDBACK**

If you have any feedback or a complaint, please contact Rachael Sheat on (03) 99082998 or at rachael@evolvingpain.com.au.