

## Terms & Conditions & User Agreement

1. These Terms & Conditions & User Agreement (also herein, “Terms and Conditions”, “terms and conditions”, “Agreement” or “agreement”) set forth how Kate Driver naturopath and women’s health coach, <https://katedrivernaturopath.com.au/> (also herein, the “Company”, “we”, “us” or “our”), including our legal successors and assigns, and you, the user (also herein, “you”, “your”, “user”, “User”, “member” or “Member”, that also here and elsewhere may be referred to as “visitor”, “subscriber”, “customer”, “VIP”, “affiliate” or “Affiliate”), agree to respect each other and each other’s property while and after you are using our website, pages and other information published through <https://katedrivernaturopath.com.au/>, <https://programs.katedrivernaturopath.com.au/>. The term “you” also includes, as applicable, any company, group or organization you may represent, which also is bound hereby, jointly and severally with you as an individual, with your attesting to have both its express and apparent authority to agree on its behalf to all of these terms and conditions.

2. Copyright & Trademark Notice: Unless otherwise specified, all materials and content appearing on this site and otherwise used in Company’s business, without limitation including the text, site design, logos, graphics, icons, videos and images, as well as the selection, assembly and arrangement thereof, are the sole property of Kate Driver naturopath and women’s health coach, Copyright © 2014-2018 ALL RIGHTS RESERVED. You may use the content of this site only for the purpose of reading the information on this site, for your own education, for shopping on this site or for placing an order through this site and for no other purpose. No materials or content from this site or the Company may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and may result in criminal or civil penalties.

3. No Professional Advice: The beneficial but low and no-cost information and advice shared on our site has been provided for general educational purposes only and for no other purpose. Nothing we provide for you here is intended to replace any form of competent professional advice. If you are in need of professional advice, including medical, mental or emotional health, legal, accounting or tax advice, or any other form of professional advice, then you should seek out a competent professional in that area who can ensure you are provided help that is specific to your particular situation and circumstances. To the extent our offerings are provided to support health, you agree and pledge to maintain full and sole responsibility for your own health and that of your dependents.

3. Health and Wellness: The following legal terms also apply as to this Agreement:

A. Non-medical Background: One of our owners holds an Advanced Diploma of applied science in naturopathy with Honors and is registered with the ATMS (Australian traditional medicine Society) and has studied naturopathy and live dried blood morphology extensively. Such person is not now, has never been, and does not claim to be a medical doctor, psychologist, psychiatrist, mental-health counselor, or drug and/or disease-treatment prescribing health care professional. All of the goods, services, information and/or materials that we are providing you under this Agreement are in no way

connected to or dependent upon such person's past or current licenses and/or certifications. The information in our programs, goods and/or services is based on our personal experiences and on the experiences of our past and current members and participants and is shared for general educational purposes only and for no other purpose.

**B. No Medical Advice:** Our programs and consultations have produced above-average results, but they are not a quick-fix, a cure-all, or a substitute for sound medical advice. We strongly recommend you consult with a health care professional before embarking on this journey. Nothing claimed by us in our programs, nor on any of our websites, or in any of our materials, is intended to be medical advice, nor is it any way a substitute for professional medical advice, diagnosis, or treatment. Nothing shared by us is intended as medical diagnosis, treatment or cure. Never disregard professional medical advice or delay in seeking medical advice because of something you have read or heard from us, on any of our websites, in any of our materials, or for any other reason. Whether or not you choose to obtain the consent of your medical doctor or other qualified health care provider and/or work with your physician or other qualified health care provider while using any information received from us, you still are agreeing to accept full responsibility for your own actions and inactions including those of your dependents.

**C. Consult Often with Your Medical Doctor or Health Care Professional:** We are not mental health professionals, and anyone with a history of trauma should consult a mental health professional as you progress through our programs. Experience shows that adopting a health and wellness protocol often can create dramatic physiological changes. Therefore, if you are currently taking any medications as prescribed by your doctor or health care professional, then your medications may need to be adjusted frequently; please consult with your doctor or health care professional. This is not a promise that your medications will change, just a possibility you may want to consider based on our past experience. Please consult with your medical Doctor or health care professional if you are taking prescribed medications and are starting any new supplements suggested. This is mandatory to avoid any possible contraindications.

**D. Weight Loss Results Will Vary:** No claims about weight loss should ever be considered typical because the average person on any weight loss program either never begins the program, doesn't follow many or all of the steps of the program, or drops out of the program. Every person's body is unique; therefore, the rate of weight loss on any of our programs will be different for each person. Weight loss while following one of our programs can be significant, leading to an amazing transformation. This transformation depends fully on the amount of effort and follow-up that you put into the program

**E. No Professional Advice:** Nothing we provide for you here is intended to replace any form of competent professional advice in any form. If you are in need of professional advice, including medical, physical, mental or emotional health advice, or any other form of professional advice, then you should seek out a competent professional in that area who can ensure you are provided help that is specific to your particular past-and-current situation and circumstances and who can provide

you with the personal follow-up you may require for your ongoing health and well-being and that of your dependents.

4. No TGA evaluation: As applicable, the advice shared on this site has not been evaluated by the Australian therapeutics goods association (TGA). The products and methods mentioned or recommended on this site are not intended to diagnose, treat, cure or prevent any illness or disease, nor are the products and methods intended to replace proper medical help.

5. Trade Disclosures: This website and its information are written, edited and published by the Kate Driver naturopath and women's health coach, which claims sole and exclusive ownership of its content. For questions about this website or its content, please contact us using the following email address: "[kated@katedrivernaturopath.com.au](mailto:kated@katedrivernaturopath.com.au)". The Company sometimes accepts forms of cash advertising, direct sponsorship, affiliate sponsorship, paid insertions, or other forms of compensation. We abide by word of mouth marketing standards. We believe in honesty of relationship, opinion and identity. The compensation received may influence the advertising content, topics or posts made in our website and its content. Other than what is obviously advertising, if certain content is paid or directly sponsored, then we here pledge our best efforts to clearly identify or label it as such. The Company is sometimes compensated to provide opinions on products, services, websites and various other topics. Even though we may receive compensation for our posts, advertisements or other content, we always give our honest opinions, findings, beliefs, or experiences on those topics or products. The views and opinions expressed on any blog, guest post or in any form of comments on our website are purely that person's own opinion and not that of the Company. If you are interested in any product or service on our site that is not offered directly to you by the Company, you agree to verify any product claim, statistic, quote or other representation about such product or service with the manufacturer, provider or third party in question.

#### 6. Policy for Our Giveaways:

- No purchase(s) necessary to win.
- Unless stated otherwise or delivery is electronic, giveaways are for Australian residents only.
- Entrants must be natural persons of the age of majority in their primary country of residence, or in their other political subdivision of residence, as applicable.
- Winners are chosen at random, which typically means by a method employing the free tools available at [www.random.org](http://www.random.org), or other similar tools; we also may choose a winner by awarding the prize to the first eligible person or persons to respond to our free call to action.
- Winners will be notified by email shortly after the giveaway ends. We are not responsible if a winner's email inbox settings mark or categorize our notification email as junk, spam, or the like.
- Winners will have 48 hours to claim the prize or another winner may be chosen at our discretion.
- We may, at our discretion, make public on our site the first name and last initial of our giveaway winners, also making public their state and/or country of residence. All other contact information will remain private and will be destroyed after a winner is confirmed and their prize is confirmed as mailed.
- A winner's tax considerations and any tax or tax-related obligations are entirely their own. Since all of our giveaways are for cash, goods and/or services valued at less than US\$600, we don't and won't be sending any winner a form 1099-misc for US income tax purposes.
- We reserve the right to end, extend, or change a giveaway for any reason and without prior notice.

- We reserve the right to consider any entrant ineligible who has been a winner in one of our giveaways in the last 12 months.
- In any of our giveaways of products from certain companies, we reserve the right to limit the pool of eligible entrants to those persons who are not wholesale members, affiliates, contractors or employees of those companies.
- Odds of winning in one of our giveaways depend on number of entrants.
- Void where prohibited by law.

7. Other Terms & Conditions: All of the provisions of our [Privacy policy](#) and [Member Agreement](#) are incorporated by reference into these terms and conditions. We make no guarantees or warranties about any information on our site, including without limitation any warranty of fitness for a particular purpose. Anyone subscribing to our website or using any of our programs, posts or pages is also agreeing to these terms and conditions, and any user providing us their email address in exchange for our delivering any content to them personally or who is registering for one or more of our webinars or videos also is assenting and agreeing to receive emails from us on a regular basis. Any of our subscribers may unsubscribe at any time by reply email if the email was sent directly by us or one of our staff (including “unsubscribe” in the subject line), or otherwise by unsubscribing by clicking the link or button provided in the footer of our emails. We love our subscribers and will not sell, lease or distribute your email address or any other information to any third parties unless we have your permission or are required by law to do so. These terms and conditions, and any other legal documents or agreements we have entered into with you, will supersede any previous terms and conditions you may have copies of in any form, regardless of whether we or you have signed them or not. We reserve the right to make changes to this site and these terms and conditions at any time.

8. Governing Law: This agreement shall be construed under the laws of the state of South, Australia, AUSTRALIA without regard to conflicts of law principles.

9. Severability and Interpretation: Whenever possible each provision of these terms and conditions shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these terms and conditions shall be prohibited, void, invalid, or unenforceable under applicable law, such provision shall be ineffective to the extent of such prohibition, invalidity, voidability, or enforceability without invalidating the remainder of such provision or the remaining provisions of this agreement. We and you agree that any ambiguity, vagueness or applicability of any provision of this agreement shall not be construed against the drafting party because of its being the drafter of this agreement.

10. Survival: All obligations of the parties hereto contained in this agreement shall survive the expiration or termination of this agreement.

11. Arbitration & Relief in Equity: All claims and disputes arising under or relating to these terms and conditions are to be settled by binding arbitration in Adelaide, South Australia, AUSTRALIA, or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction. Should any arbitration be commenced between the parties to this agreement concerning this agreement, or the rights and duties of either in relation thereto, the party

prevailing in such arbitration shall be entitled, in addition to such relief as may be granted, to its attorneys' fees and costs in the arbitration. Nothing in the foregoing shall in any way limit the Company from seeking to uphold and defend its rights and privileges contained in the terms of this Agreement or any other applicable agreement with its Users, Members or Affiliates, by requesting injunctive relief, administrative relief or any relief in equity, including, without limitation, remuneration for attorneys' fees and/or other dispute-related costs, in a court of competent jurisdiction, by administrative proceeding or by any other legal means.

12. Refunds and Returns: At Kate Driver naturopath and women's health coach's sole discretion, the Company may provide from time to time a refund and/or return policy for you for the products and/or services it provides to you. If or when Kate Driver naturopath and women's health coach's sole discretion may provide a refund/return policy, it does so in writing in its marketing materials for each of its products and/or services that it sells and/or provides to you, which policies the Company may or may not provide for each of its products or services. If, for whatever reason, the Company does not provide a refund/return policy on its marketing materials for one of its products or services, then no refund or return shall be available for such product or service, as long as the Company already has made delivery or availability of the product or a materially complete rendering of its service to you. Kate Driver naturopath and women's health coach's sole discretion refund/return policies may differ from product to product, service to service and/or from time to time, and these policies may change looking forward at any time at the Company's sole discretion. You agree to make any requests for any available refunds or returns before or on any applicable deadline by email at the following address: "**kated@katedrivernaturopath.com.au**", including the word "refund" or "return", as applicable, in the subject line of your email. Prior to issuing or processing any form of refund and/or return that may be available, at Company's sole discretion, it may require you to certify with it in writing that you already have fully completed and fulfilled your obligation hereunder to thoroughly search for, and to permanently delete and destroy, all of the digital or electronic Company-provided documents or materials, and to return (only at the Company's sole discretion: and/or destroy) all physical Company documents or materials that are in your possession, including without limitation any or all copies or printouts you may have made of any Company documents or materials. You agree to make any such returns at your sole expense, with their arrival at the Company to be made prior to or on any refund deadline, without any material waste or breakage; the Company may await the safe arrival of your return before issuing any refund. Also, prior to issuing any form of refund and/or return that may be available, at Company's sole discretion, it may require that you re-certify and pledge to continue to uphold your obligations under these Terms and Conditions and under any other agreement you have made with the Company, the terms and provisions of all of which shall continue to apply to the parties hereof and continue as valid and binding agreements, including after any such refund or return is completed, for the longer period of (i) the longest period available under applicable law, or (ii) thirty-five years after the date of your request for a refund and/or return. Company shall not be liable for any untimely or improper refund or return requests, or for any loss of profits or costs, or for any direct, indirect, special, incidental or consequential damages, including costs associated with the procurement of substitute goods or services (whether or not Company was or should have been aware or advised of the possibility of such damage), arising out of or associated with any loss, suspension or interruption of service, termination of these terms and conditions, use or misuse of our materials or content, or other performance of services hereunder. Any breach by you of this Agreement shall immediately and completely disqualify you as to any

refund that may have been available to you immediately prior to such breach. You agree and acknowledge that all of these terms and conditions are fair, equitable and reasonable to both parties, including without limitation the provisions of this Section 12.

13. Indemnification: User agrees to defend, indemnify and hold harmless the Kate Driver naturopath and women's health coach's sole discretion, its officers, affiliates, directors, agents, and employees from and against any and all property damage, personal injuries or death, and other liability, loss, cost, expense, or damage, including, without limitation, court costs and reasonable attorney's fees arising out of user's use or misuse, whether intentional or negligent, of the Company's content and information and from user's breach of any of the terms contained in this agreement.

14. Counterparts: This agreement, and any other agreements we may enter into with you later, may be executed in several counterparts or by separate actions between or among its parties, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. You understand and agree that your accessing and using the information on this website constitutes your complete assent, and, as applicable, the assent of the company, group or organization you represent, to all of these terms and conditions, which shall be considered valid, binding and effective for all purposes.

15. Headings: The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this agreement.

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