

# Terms of Service

## Your Acceptance of these Terms of Service

### 1. Welcome to Ultimate Balance Coaching

#### 1.1 Introduction:

Please read these Terms of Service carefully before using this Site as they represent a binding agreement between each user of our Site (“**you**”, “**your**”) and Ultimate Balance Coaching, (referred to as “**Ultimate Balance Coaching**”, “**we**”, “**us**”, or “**our**”). Ultimate Balance Coaching, provides its services (described below) to you through its Site located at [www.naisesilapa.com](http://www.naisesilapa.com) (the “**Site**”) and related services (collectively, such services, including but not limited to any new programs, text, content, photographs, video, audio, graphics and the Site, the “**Service(s)**”), subject to the following Terms of Service (the “**Terms of Service**”). This Site is owned and operated by Ultimate Balance Coaching.

By using the Site, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Site. In addition, when you use any of our current or future services, you will also be subject to our guidelines, terms, conditions and agreements applicable to those services. If these Terms of Service is inconsistent with the guidelines, terms and agreements applicable to those services, these Terms of Service will control.

#### 1.2 Modifications:

These Terms of Service were last updated on the “Updated” date indicated above. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these Terms of Service on a regular basis to keep yourself apprised of any changes. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. When using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

#### 1.3 Use of Site:

Ultimate Balance Coaching grants you (as a permitted user) a limited, revocable, non-exclusive license to access our Site for your own personal use and in compliance with applicable law. Use of our Site beyond the scope of authorized access granted to you by these Terms of Service immediately terminates that license.

Access and use of our Site may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Ultimate Balance Coaching is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of the Site for any reason. All rights not expressly granted by these Terms of Service are reserved to us, or, if applicable, our licensors.

### 2. Trademark and Copyright Information

This Site is protected by copyrights, trademarks, international treaties and/or other proprietary rights and laws of Australia and other countries. The Service is also protected as a collective work or compilation under Australia copyright and other laws and treaties. All individual articles, columns and other elements making up the Service are also works protected by copyright and after intellectual property rights. You agree to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the Service.

### **2.1 Trademark:**

The brand names, slogans, characters and other trademarks, as well as the package designs of all Ultimate Balance Coaching's products, programs, and promotions belong exclusively to Ultimate Balance Coaching and/or its affiliates, and are protected from copying and simulation under national and international trademark and copyright laws and treaties throughout the world.

### **2.2 Copyright:**

Our Site contains content including, but not limited to, all text, audio, images and other materials or elements (collectively the "Content"). Content displayed on or through our Site is protected by copyright as a collective work and/or compilation, pursuant to copyright laws, and international conventions. You agree not to copy, modify, create a derivative work from or redistribution of our Site or the collective work, and/or copying or reproducing our Site or any portion thereof to any other server or location for further reproduction or redistribution is prohibited without the express written consent of Ultimate Balance Coaching. Any rights not expressly granted herein are reserved by Ultimate Balance Coaching.

You agree not to reproduce, modify, duplicate or copy content from our Site without the express written consent of Ultimate Balance Coaching, and agree to abide by any and all copyright notices displayed on our Site. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in our Site. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of our Site.

Although Ultimate Balance Coaching, does not claim ownership of content that its users post, by posting content to any area of our Site that is accessible to all users, you automatically grant, and you represent and warrant that you have the right to grant, to Ultimate Balance Coaching, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said content, and create compilations and derivative works from such content, as part of our Site or otherwise.

### **2.3 Third Party Material:**

Under no circumstances will Ultimate Balance Coaching, be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Ultimate Balance Coaching, does not pre-screen content, but that Ultimate Balance Coaching, and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Ultimate Balance Coaching, and its designers will have the right to remove any content that violates these Terms of Service or is deemed by Ultimate Balance Coaching, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

## **2.4 User Content Shared:**

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “**User Content**”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third-party rights. By uploading any User Content you hereby grant and will grant Ultimate Balance Coaching,, its affiliated companies and partners (including but not limited to Ultimate Balance Coaching, instructors, practitioners and other third parties providing instructional information through the Services, collectively “**partners**”) a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium, technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (“**Submissions**”), provided by you to Ultimate Balance Coaching, its affiliated companies or partners are non-confidential and Ultimate Balance Coaching, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Ultimate Balance Coaching, may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Ultimate Balance Coaching, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## **3. Access and Use of the Service**

The Ultimate Balance Coaching service, and any content viewed through our service, is solely for your personal and non-commercial use. With your Ultimate Balance Coaching, membership and program purchase we grant you a limited, non-exclusive, non-transferable, license to access the Ultimate Balance Coaching, content and view your course(s) through the service on a streaming-only basis for that purpose. Except for the foregoing limited license, no right, title or interest shall be transferred to you. Ultimate Balance Coaching may revoke your license at any time at its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

### **3.1 Restrictions on Use:**

You may not use the Service for any illegal purpose or in any manner inconsistent with these Terms. You agree not to resale or other transfer to, or use by or for the benefit of, any other person or entity. You agree not to use, transfer, distribute or dispose of any information contained in the Service in any manner that could compete with the business of Ultimate

Balance Coaching. You acknowledge that the Service has been developed, compiled, prepared, revised, selected and arranged by Ultimate Balance Coaching, and others (including certain other information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitutes valuable intellectual property and trade secrets of Ultimate Balance Coaching, and such others. You agree to protect the proprietary rights of Ultimate Balance Coaching, and all others having rights in the Service during and after the term of these Terms and to comply with all reasonable written requests made by Ultimate Balance Coaching, or its suppliers of content, equipment or otherwise (“Suppliers”) to protect their and others’ contractual, statutory and common law rights in the Service. You agree to notify Ultimate Balance Coaching, in writing promptly upon becoming aware of any unauthorized access or use of the Service by any party or of any claim that the Service infringes upon any copyright, trademark or other contractual, statutory or common law rights.

You may not copy, reproduce, recompile, decompile, disassemble, reverse engineer, distribute, publish, display, perform, modify, upload to, create derivative works from, transmit or in any way exploit any part of the Service, except that you may download material from the Service and/or make print copies for your use or use within your organization, provided that all copies retain all copyright and other proprietary notices. Without limiting the generality of the foregoing, the analysis and presentation included in the Service may not be recirculated, redistributed or published by you without Ultimate Balance Coaching’s prior written consent. Modification of the Service’s content would be a violation of Ultimate Balance Coaching’s copyright and other proprietary rights. Additionally, you may not offer any part of the Service for sale or distribute it over any other medium including a computer network or hyperlink framing on the internet without the prior written consent of Ultimate Balance Coaching. The Service and the information contained therein may not be used to construct a database of any kind. Nor may the Service be stored (in its entirety or in any part) in databases for access by you or any third party or to distribute any database Services containing all or part of the Service. You may not use the Service in any way to improve the quality of any data sold or contributed by you to any third party. You may not use any of the tradenames, trademarks, and logos displayed on this Site (collectively “Marks”), except as expressly provided in these Terms. Nothing appearing on this Site or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Marks. You will not use the Service, the information contained therein or any of Ultimate Balance Coaching’s names or Marks in unsolicited mailings or spam material and will not spam or send unsolicited mailings to any person or entity using the Service.

### **3.2 Your Registration Obligations:**

You may be required to register with Ultimate Balance Coaching, in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy.

### **3.3 Member Account, Password and Security:**

You may never use another’s account, and you may not provide another person with the username and password to access your account. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify Ultimate Balance Coaching, of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. Ultimate Balance Coaching will not be liable for any loss or damage arising from your failure to comply with this Section.

### **3.4 Modifications to Service:**

Ultimate Balance Coaching reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Ultimate Balance Coaching, will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of Your Account or Submitted Content for any period of time beyond what may be required by applicable law.

### **3.5 General Practices Regarding Use and Storage:**

You acknowledge that Ultimate Balance Coaching, may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Ultimate Balance Coaching's servers on your behalf. You agree that Ultimate Balance Coaching, has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Ultimate Balance Coaching, reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Ultimate Balance Coaching, reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

### **3.6 Mobile Services:**

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "**Mobile Services**"). To the extent you access the Service through a mobile device, your wireless service standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted, and not all Mobile Services may work with all devices. In using the Mobile Services, you may provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. We may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted with to assist us in pursuing our rights or providing our Services under these Terms of Service, our policies, applicable law, or any other agreement we may have with you. You agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Ultimate Balance Coaching, account information to ensure that your messages are not sent to the person that acquires your old number.

### **3.7 Money Back Guarantee:**

Given the nature and access of our products and programs, refunds are not available for customers after a purchase. Refunds are not available for accounts which have violated the terms of service; violations are determined at Ultimate Balance Coaching's sole discretion. If Ultimate Balance Coaching, determines that you are abusing our refund policy, we reserve the right to suspend or terminate your account and refuse or restrict any and all current or future use of the Service without delivering a refund. ■

## **4. Your Privacy**

We respect your right to privacy. For details please see our privacy page, which also governs your visit to the Site, to understand our privacy practices.

## 5. Your Conduct

**5.1:** You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Ultimate Balance Coaching, or any other person may incur as a result of your submission of any information on or through this Site. Ultimate Balance Coaching, reserves the right to refuse to post or to remove any content, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these terms of service.

**5.2:** To the extent that our Site permits you to post, email, or otherwise make available content, you agree not to post, email or otherwise make available content that:

- a. is unlawful;
- b. includes personal or identifying information about another person without that person's explicit consent;
- c. impersonates any person or entity, including, but not limited to, a Ultimate Balance Coaching, employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- d. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- e. is harmful, threatening, abusive, harassing, defamatory, pornographic;
- f. harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- g. constitutes or contains any form of advertising or solicitation, or that includes links to commercial services or Sites;
- h. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. disrupts the normal use of our Site with an excessive amount of content, or that otherwise negatively affects other users' ability to use our Site; or
- j. employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our Site.

### 5.3 Fees:

To the extent the Service or any portion thereof is made available for any fee, you will be required to provide Ultimate Balance Coaching, information regarding your credit card or other payment instrument. You represent and warrant to Ultimate Balance Coaching, that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay Ultimate Balance Coaching, amount that is specified in the payment plan in accordance with the terms of such plan and this Terms of Service. You hereby authorize Ultimate Balance Coaching, to bill your payment instrument in accordance with the terms of the applicable payment plan until you terminate the charges have been paid, and you further agree to pay any charges so incurred. If you dispute any charges you must let Ultimate Balance Coaching, know within thirty (30) days after the date that Ultimate Balance Coaching, charges you. We reserve the right to change Ultimate Balance Coaching's prices. Your continued use of the Service after the price change becomes effective constitutes your

agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services.

## 6. SUBMISSIONS

### 6.1 User-Generated Content:

You may post reviews, comments, photographs, and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, so long as none of these materials are illegal, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.” You may not use a false e-mail address, impersonate anyone, or otherwise mislead as to the origin of any content. We reserve the right (but not the obligation) to remove or edit any such content, but we do not regularly review posted content.

Please do not send us any material that you do not intend to be subject to the User-Generated Content License described in this paragraph. All content described in the immediately preceding paragraph and any and all other information, content or materials that you post or send to us (collectively the “**User-Generated Content**”). If you post or send any User-Generated Content to us, intentionally or unintentionally, we (and such others as we may designate from time to time) shall have unrestricted rights to the use thereof for any and all purposes whatsoever, commercial or otherwise, without any further permission from, or any payment, to you or anyone else. We and our designees also shall have the right (but no obligation) to use the name that you submit, as well as any other name by which you are or may be known, in connection with User-Generated Content. Without limiting the generality of the foregoing, you hereby unconditionally grant to us a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable universal license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, download, edit, alter, modify, adapt, translate, create derivative works based upon and publicly perform User-Generated Content, in whole or in part, by all means and in all media now known or hereafter devised for any and all purposes without further notice to you and with or without attribution (the “**User-Generated Content License**”). You agree to the User-Generated Content License whether or not your User-Generated Content is used by us.

You represent, warrant and agree that: you own or otherwise control all of the rights to all User-Generated Content that you post or send to us; that all such User-Generated Content is accurate; use of such User-Generated Content does not violate these Terms of Use, our Privacy Policy or the rights of any third party and will not cause injury to anyone; and you will indemnify us and our affiliates and designees from and against all claims arising out of, resulting from or relating to any such User-Generated Content. We have the right (but no obligation) to monitor, edit or remove any activity or content involving you. We have no responsibility, and assume no liability, for any User-Generated Content posted or sent by you or by anyone else.

You agree that User-Generated Content will not be subject to any expectation of trust or confidence between us and that no confidential or fiduciary relationship is intended or created between you and us. To the extent that any so-called “moral rights,” “neighboring rights” or similar or analogous rights apply to any User-Generated Content and which are not exclusively owned by us, you agree not to enforce or assign, or permit any third party to enforce or assign, any such rights.

Each time that you access the Site, or post or submit User-Generated Content, you agree that the User-Generated Content License is ratified and confirmed with respect to such User-Generated Content and all User-Generated Content previously posted or submitted by you.

## 6.2 Unsolicited Submissions

If you submit ideas, drawings, videos, photos, suggestions, comments, or similar information to Ultimate Balance Coaching, whether through our Site or otherwise, you do so with no expectation of confidentiality and with no expectation that you have any proprietary interest in the content of your submissions. You agree that the content of your submissions will immediately become the property of Ultimate Balance Coaching. You also recognize that your submissions may be used or developed by or on behalf of Ultimate Balance Coaching, or its affiliates without any obligation to you.

## 7. Infringement Claims

If any content posted on Ultimate Balance Coaching, Site infringes on your copyright, please notify our designated agent as follows: by mail at Ultimate Balance Coaching, 63 Jamieson Dr North Rothbury NSW 2335 Australia or by email at [naise@naisesilapa.cmom](mailto:naise@naisesilapa.cmom). Ultimate Balance Coaching investigates notices of alleged infringement and takes appropriate actions under applicable law.

### 7.1 Notice of Claim:

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed from the site, as well as information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyer's fees.

## 8. Membership Account

Certain sections of our Site may only be available to you upon registration for a Site account. By registering, you represent and warrant to Ultimate Balance Coaching that: (a) all information provided by you to **Ultimate Balance Coaching** during the registration process is truthful, accurate and complete; and (b) you will comply with these terms of service. As a registered user, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete.

You will be responsible for any and all loss, damage, or additional costs that we and/or our service providers or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via our Site.

You acknowledge that you are solely responsible for maintaining the confidentiality of your account password, and that you (and not us) will be responsible for any loss resulting from



any unauthorized use of your account or access to your content. You agree to immediately notify us of any unauthorized use of your account.

### **8.1 Use and Protection of Password and ID:**

Ultimate Balance Coaching will assign a password and account ID to you so you can access and use certain areas of the Site. Each user who uses such assigned password and ID shall be deemed to be authorized by you to access and use the Site, and Ultimate Balance Coaching shall have no obligation to investigate the authorization or source of any such access or use. You acknowledge and agree that as between you and Ultimate Balance Coaching, you will be solely responsible for all access to and use of the Site by anyone using the password and ID assigned to you whether or not such access to and use of the Site is actually authorized by you, including all communications and transmissions and all obligations (including financial obligations for purchases through the Site) that may result from such access or use.

You are solely responsible for protecting the security and confidentiality of the password and ID assigned to you. You shall immediately notify Ultimate Balance Coaching of any unauthorized use of the assigned password or ID, or any other breach or threatened breach of the Site's security of which you are aware. You will be responsible for any activity conducted under your assigned password or ID.

## **9. Professional Information Disclaimer**

This Site may make available, reference or link to certain information related to professional fields including, without limitation, finance, business, health, marketing, advertising, sales, personal growth and development, and related matters. This information is provided for educational, informational, and entertainment purposes only and should not be interpreted as a recommendation for a specific financial, medical, business plan or course of action. Use of this information does not replace consultations with a qualified expert or other relevant professional for your unique life and business needs and circumstances. In addition, this professional information changes rapidly and therefore, some of it may be out of date.

You agree that all risk associated with the use of, or reliance on, any of this professional information rests with you. You further agree that Ultimate Balance Coaching, including its respective suppliers, shall not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any such professional information.

## **10. Disclaimer Regarding Third Party Content**

This Site may offer access to third party Sites and content available over the Internet. Ultimate Balance Coaching generally exercises no control over such third-party Sites and content. You agree that it is your responsibility to review and evaluate any such content, and that any and all risk associated with the use of, or reliance on, such content rests with you. You are responsible for viewing, accepting and abiding by the Terms of Service and privacy policies posted at these third-party Sites. Inclusion of a link to third party content does not imply endorsement by Ultimate Balance Coaching of such content. You further agree that Ultimate Balance Coaching shall not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with your use of, or reliance on, any third-party Sites or content.

## **11. Social Networking Services**

You may enable or log in to the Service via various online third-party services, such as social media and social networking services like Facebook or Twitter (“**Social Networking Services**”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the Sites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and Ultimate Balance Coaching use, storage and disclosure of information related to you and your use of such services within Ultimate Balance Coaching (including your friend lists and the like), please see our Privacy Policy

However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and Ultimate Balance Coaching have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service.

In addition Ultimate Balance Coaching is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, Ultimate Balance Coaching is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. Ultimate Balance Coaching enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

## **12. Disclaimer of Warranties and Liability**

This Site, including its content, is provided on an “As Is” and “As Available” basis without any warranty or condition of any kind, either expressed or implied. Ultimate Balance Coaching does not warrant the accuracy or completeness of the Content. Ultimate Balance Coaching and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, service providers, shall not be liable for any (i) direct damages in excess of AUD\$100; or (ii) special, indirect, incidental, or consequential damages, including without limitation, lost revenues or lost profits, which may result from the use of the Content or this Site. Ultimate Balance Coaching may make changes to this Site, or to the products described therein, at any time without notice. Ultimate Balance Coaching makes no commitment to update the information contained herein.

### **12.1 Disclaimer of Warranties**

Ultimate Balance Coaching makes no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.

We do not warrant that the functions contained in any content (including, without limitation, User-Generated Content) will be uninterrupted or error-free, that defects will be corrected, or that the site or the servers that make such content available are free of viruses or other harmful components and you assume the entire cost of all necessary servicing, repair or

correction of any of your equipment or software. We make no representations or warranties regarding use, or the results of use, of any content, products or services contained on or offered, made available through, or otherwise related in any way to the site including, without limitation, any third-party site or service linked to from the site (and specifically no representation or warranty of correctness, accuracy, completeness, reliability or safety).

We explicitly disclaim any responsibility for the accuracy, completeness or availability of information, content and materials found on sites that link to or from the site. We cannot ensure that you will be satisfied with any product or service that you purchase from a third-party site that links to or from the site or third-party information, content or materials contained on our site. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy, completeness or reliability of, any of the information, content or materials contained on any third-party site. We do not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third-party. You hereby irrevocably and unconditionally waive any and all claims against us with respect to information, content and materials contained on the site (including, without limitation, User-Generated Content), on third-party sites, and any information, content and materials you provide to or through any such third-party sites (including, without limitation, credit card and other personal information). We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third-party.

The Site and products/services contained thereon are not substitutes for the advice and treatment of a licensed financial expert professional. Not all products and services are suited for everyone. the creators of any products/services do not assume and shall not have any liability to users for injury or loss in connection therewith. We make no representations or warranties and expressly disclaim any and all liability concerning any information or any action following the information offered or provided within or through the site. If you have specific concerns or a situation in which you require professional or financial advice, you should consult with an appropriately trained and qualified specialist, such as a licensed accountant, financial adviser, financial planner, or other financial professional. Never disregard the financial advice of a professional, or delay in seeking such advice because of the information offered or provided within or through the site.

## **12.2 Release:**

You acknowledge that you have carefully read this “waiver” section and fully understand that it is a release of liability. You expressly agree to release and discharge all indemnified parties (as defined below) from any and all claims or causes of action and you agree to voluntarily give up and irrevocably waive and release any right that you may otherwise have to bring a legal action against any indemnified party for personal injury or property damage.

## **13. Termination**

Either you or Ultimate Balance Coaching may terminate these Terms with or without cause at any time and effective immediately. You may terminate by discontinuing use of the Service and destroying all materials obtained from the Service. These terms will terminate immediately without notice from Ultimate Balance Coaching if Ultimate Balance Coaching determines, in its sole discretion, that you have failed to comply with any provision of these Terms. Upon termination by you or upon notice of termination by Ultimate Balance Coaching, you must promptly cease all use and access to the Site and the Service, and destroy all materials obtained from the Service and any copies thereof. All Sections shall survive any termination of these Terms.

## **14. Disputes Between Users**

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Ultimate Balance Coaching will have no liability or responsibility with respect thereto. Ultimate Balance Coaching reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

## **15. Offers**

All offers made on our Site are void where prohibited, and are subject to posted rules pertaining to such offers.

## **16. Electronic Communications**

When you visit the Site or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **17. Governing Law**

These Terms constitute the entire agreement between you and Ultimate Balance Coaching regarding your use of our Site, superseding any prior agreements between you and Ultimate Balance Coaching. These Terms shall be governed and construed in accordance with the laws of Australia without giving effect to conflicts of law principles thereof. You agree to submit to the jurisdiction of the provincial, federal courts located in Sydney NSW, and the Superior Court of Justice in Sydney NSW with respect to any legal proceedings arising out of this agreement and waive any objection to the propriety or convenience of venue in such courts. The failure of Ultimate Balance Coaching to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

## **18. Access Outside Australia; Export Controls and Trade Sanctions.**

If you choose to access the Service from outside Australia, you are responsible for compliance with foreign and local laws. By using the Service, you represent and warrant that you are in compliance with all local and foreign laws. Use of the Service may be subject to restrictions and limitations imposed by Australia export controls and/or trade sanctions, including Australia's *Export and Import Permits Act*, *United Nations Act* and/or *Special Economic Measures Act*. If you choose to access the Service from outside Australia, you represent and warrant that you are not subject to Australia's export controls and/or trade sanctions. Without limiting the generality of the foregoing, by accessing the Service you represent and warrant that you are not a "Designated Person", or agent of a "Designated Person", within the meaning of the *United Nations Act*, the *Special Economic Measures Act* or related regulations.

## **19. Questions, Concerns, Suggestions**

Please contact us at 63 Jamieson Dr North Rothbury NSW 2335 Australia or [naise@naisesilapa.com](mailto:naise@naisesilapa.com) to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.

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