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## Terms and conditions for use of the Website

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### 1 Terms and conditions

In these terms and conditions, "we", "us" and "our" means IGEA Life Sciences Pty Ltd (ABN 77 541 739 278, ACN 125 930 878) of Level 2/64 Clarence Street Sydney NSW 2000 (trading as BodyTrim). Please read these terms and conditions carefully as they apply to your use of this website (the "Website"). By accessing or using the Website you agree to be bound by these terms and conditions.

We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

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### 2 Purchasing Merchandise

As part of our Website we provide an online shopping facility that enables you to purchase the BodyTrim products ("Merchandise").

#### 2.1 Ordering procedure

When you place an order to purchase Merchandise via the website, you are making an offer to us. No contract for the purchase of Merchandise will come into existence until we have reviewed and accepted your order. We may decline an order where we believe that we have reasonable grounds for doing so.

#### 2.2 Payment

- (a) When you purchase any Merchandise you agree to pay the purchase price specified on the Website at the time of purchase. We will state whether that purchase price includes Australian GST, postage and handling and insurance charges. Where these are not included in the purchase price, then you also agree to pay these other amounts.
- (b) All transactions are displayed and processed in AUD.
- (c) You will be required to pay for the Merchandise online by credit card. We will bill your credit card at the time of order. The credit cards that we accept from time to time will be described on the Website. We may apply a surcharge from time to time for the use of certain credit cards, and where we do so this will also be described on the Website.

#### 2.3 Cancellation of orders

- (a) We may cancel an order that we have already accepted if we suspect that you are acting fraudulently (such as using a credit card without proper authorisation) or in breach of these terms and conditions.
  - (b) While we endeavour to avoid pricing and other errors, inadvertent errors do occur from time to time and we may also cancel an order that we have accepted in such circumstances.
  - (c) Unforeseen supply problems or unexpected demand may occasionally result in Merchandise being unavailable. If there is a delay in shipping your order we will contact you as soon as possible to advise you of the reason for the delay. If this
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occurs, you may cancel your order at any time prior to when we ship the Merchandise to you, by notifying us accordingly.

#### 2.4 Delivery, title and risk

- (a) We will deliver the Merchandise to the place of delivery you specify when making your order. Title to and risk in the Merchandise will pass to you upon delivery of the Merchandise to this place of delivery.
- (b) All website products sold by IGEA Life Sciences Pty Ltd are on a firm sale basis unless otherwise explicitly stated.

#### 2.5 Shipping

- (a) Prices displayed on this website exclude shipping costs.
- (b) Individual Shipping costs are inclusive of GST as follows:

<b><u>Product</u></b>	<b><u>Shipping \$</u></b>
BodyTrim Kit	\$12.95
Cook books	\$ 6.95
Other books	\$ 5.95
Food products	\$ 9.90

- (c) Prices are based on a single quantity purchased. When a purchase is for multiply products, the customer will be charged a single Shipping fee based at the highest single rate. We deliver products Australia wide using Australia Post and other contracted agents. We endeavour to make sure that all products listed on our website are currently in stock and pricing is true and correct.
- (d) Standard delivery times are between 3-10 working days; in the event that an ordered item is not available or we are unable to fulfil your order, we will notify you within 3 business days to arrange an agreeable alternative item, a backorder or a full refund.

#### 2.6 Our returns policy

- (a) If you are not satisfied with the Bodytrim system for any reason and it is within the 60 day money back guarantee period, you may return it for a refund (excluding postage & handling charge).
- (b) A Returns Authorisation Code is issued by our customer service representative prior to the return of the product. All relevant sales details are required to process your request. The Returns Authorisation Code is required to be quoted on all returned product. All returns require the original contents including packaging. Charges will apply for incomplete returns. IGEA Life Sciences Pty Ltd accepts no

responsibility for returned goods that are lost in transit. All returns must be received by IGEA Life Sciences Pty Ltd within 14 days of the Returns Authorisation Code being issued.

- (c) IGEA Life Sciences does not accept Return to Sender deliveries.
- (d) Other products are sold on a firm sale basis and IGEA Life Sciences Pty Ltd does not accept returns unless it is stated within a promotion.

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### **3 Licence to use the content on the Website**

- (a) You acknowledge that the Website and all related content is subject to copyright and possibly other intellectual property rights (“Intellectual Property Rights”).
- (b) We grant you a limited, non-transferable licence to access and use the Website solely for your personal, non-commercial purposes.
- (c) We (or our licensors) retain all right, title, and interest in and to the Website and all related content, and nothing you do on or in relation to the Website or any of the related content will transfer any Intellectual Property Rights to you or, except for the licence referred to in paragraph (b), licence you to exercise any Intellectual Property Rights unless this is expressly stated.
- (d) Except as provided in these terms and conditions, permission to reprint or electronically reproduce the Website or any related content in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us by email if you wish to obtain such consent.
- (e) Subject to applicable law, we may revoke the permission referred to in paragraphs (b) and (d) at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website without notice.

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### **4 General restrictions**

In using the Website, you must not:

- (a) provide us with inaccurate or incomplete information;
- (b) violate any applicable laws, or use the Website for any purpose that is unlawful or prohibited by these terms and conditions;
- (c) impersonate any person;
- (d) distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;
- (e) collect or store personal data about other users of the Website; or
- (f) engage in any other conduct that inhibits any other person from using or enjoying the Website.

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### **5 Warranties and liability**

- (a) We warrant that:
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- (i) the Merchandise will comply in all material respects with any descriptions given by us on the Website; and
  - (ii) provided that you pay for any applicable insurance charges, the Merchandise will be delivered to you in saleable condition (subject to any defects described by us on the Website prior to purchase).
- (b) All express or implied warranties, representations, statements, terms and conditions relating to these terms and conditions, the Website or the Merchandise that are not contained in these terms and conditions, are excluded to the maximum extent permitted by law.
- (c) In particular, and without limiting paragraph (a):
- (i) while we endeavour to provide a convenient and functional Website, we do not guarantee that that your requirements will be met or that your use of the Website will be uninterrupted, error free or that the Website or the server from which it operates them are free of viruses or other harmful components; and
  - (ii) we will not be responsible for any loss, corruption or interception of data sent to or from our Website which occurs outside of our computer systems (such as those which occur while being sent over the internet).

We recommend that you install and use up-to-date anti-virus and firewall software on your computer.

- (d) Nothing in this agreement excludes, restricts or modifies any term, condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified, which may include Part V of the Australian *Trade Practices Act 1974* (Cth), corresponding provisions of Australian state or territory legislation which operate to protect the purchasers of goods and services in various circumstances.
- (e) If any term, condition or warranty is implied into this agreement and we are able to limit your remedy for a breach of such a term, condition or warranty, then our liability for breach of the term, condition or warranty is limited to one or more of the following at our option:
- (i) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
  - (ii) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (f) Subject to our obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these terms and conditions, the Website or the Merchandise, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, is limited to an amount equal to the greater of:
- (i) AUD\$100; and
  - (ii) the amounts paid by you to us as a result of the purchase of Merchandise.

In calculating our aggregate liability under this paragraph, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by us for a breach of the implied terms, conditions or warranties referred to above.

(g) Subject to our obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, we are not liable for, and no measure of damages will, under any circumstances, include:

(i) special, indirect, consequential, incidental or punitive damages; or

(ii) damages for economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data,

whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

(h) Our liability to you is reduced to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

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## 6 Variation of the Website

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website (including the Merchandise available and the prices payable for such Merchandise).

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## 7 Links and advertisements

We have not reviewed any of the sites linked to the Website and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. The inclusion of any link does not imply that we endorse the linked site.

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## 8 Privacy policy

In using the Website, you may give us personal information in which you have certain rights. By using the Website, you grant us consent to use your personal information in accordance with our privacy policy which forms a part of these terms and conditions.

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## 9 Force majeure

Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.

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## 10 Use of BodyTrim Forum

### 10.1 No advertising

You will not use this Website as an advertising forum or for any commercial purposes. Any posts which in our opinion amount to advertising will be immediately removed at our sole discretion. Any posts that refer in any way to companies that compete with BodyTrim shall be removed without notice.

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## **10.2 Dangerous weight loss**

BodyTrim community forums are to be used as a forum for people to manage their existing exercise, diet and weight loss program. We aim to encourage members to follow a healthy program of weight loss by using BodyTrim and exercise. Any posts promoting fad diets or weightloss programs which in our opinion are dangerous will be removed. The information contained in or made available through the Website (including but not limited to information contained on the forums, in text files, or in chats) cannot replace or substitute for the advice of trained professionals in any field, including, but not limited to medical, nutritional or health advice.

## **10.3 Liability**

Advice given by us or by any other person through the BodyTrim forums is not to be taken as medical or other advice. Forums and library articles are for educational and discussion purposes only. Please consult with your doctor or other medical practitioner before embarking on any weight loss program. You acknowledge that we are not responsible for any comment or any other content posted on the BodyTrim forums. We are not liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use BodyTrim or information obtained via the forums, or messages received or transactions entered into through the BodyTrim forums.

## **10.4 Copyright**

We reserve the right to use any message posted on the BodyTrim forums in its original or edited form in our advertising material, in-house newsletters or any other material we publish and for this purpose you agree to grant to us royalty-free and irrevocable permission to reproduce and the right to download and print any material that you post. In doing this, we aim to protect the privacy of our members and will only use member's user names adopted for use in the BodyTrim forums, not the names stored in our database.

## **10.5 Removal of posts**

We reserve the right to remove any posts we deem to be inappropriate. This may be due to the promotion of dangerous medical practices; insensitive comments; posts that are abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, an invasion of privacy, in violation of intellectual or other property rights, or otherwise violate any law or due to any other reason which in our opinion justifies or warrants removal.

## **10.6 Multiple Posts**

We reserve the right to remove multiple identical posts posted to more than one forum.

## **10.7 Post Signatures**

All terms above also apply to the content of member signatures automatically added to posts.

## **10.8 Views of Posts**

The contents of the Community section, including but not limited to the BodyTrim forums, blogs, and chat, are submitted by individual users and do not reflect the views of us and nor do we endorse any such content. We reserve the right to review any post content but in general posts will not be edited or altered before publication.

The information contained in, or made available through the BodyTrim forums cannot replace or substitute the services of trained professionals in any field.

## 10.9 Termination

Either you or we may terminate membership to the BodyTrim forums with or without cause at any time and effective immediately. We will not be liable to you or any third party for termination of the forums.

We are not liable for any direct, indirect, incidental, special or consequential damages resulting from posts or entries on the BodyTrim forums.

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## 11 Trim Club

- (a) Trim Club membership includes FAQs, live telephone and email support, BT TV, video cooking classes for slimming and exclusive member only discount prices.
- (b) A subscription/membership is included within the purchase of the BodyTrim system. The 1<sup>st</sup> 6 weeks are free of charge. After the initial free period, membership of \$19.95 (incl GST) per month will be automatically charged to your credit card.
- (c) Trim Club membership can be cancelled at any time via the BodyTrim website or by telephoning your local BodyTrim customer service representative.

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## 12 General

- (a) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.
- (b) These terms and conditions are governed by the laws of New South Wales, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- (c) These terms and conditions constitute the entire agreement between us and you in relation to the Website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website.
- (d) Your use of the Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.
- (e) The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.
- (f) When purchasing from IGEA Life Sciences Pty Ltd, your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is approximated to take at least one trillion years to break, and is the industry standard. If you have any questions regarding security, please contact your customer service representative or enquire within the BodyTrim website.