

Zephyr Movement Terms and Conditions

Warning: this is an important document which affects your rights and obligations. Please read it carefully and do not agree to it unless you are satisfied you understand it.

1. Acceptance of Agreement

These Terms and Conditions constitute an agreement between Zephyr Movement ABN 47326464407 (“Zephyr Movement”, “the Provider”, “us”, “we” or “our”) and you, the user of www.zephyrmovement.com (the ‘Website’). The Website contains products, services, informational videos, blogs, recordings, images and online courses (including but not limited to the Ease Anxiety Course) (‘Products’, ‘Services’ and the ‘Ease Anxiety Course’).

The Website is owned and operated by us. By using the Website, you accept these Terms and Conditions and agree to be bound by them. If you do not agree to any of these terms, do not use this Website.

2. Accuracy of Information

All the information and content on our Website is for informational and educational purposes only.

Any of the information or content is not intended as a substitute for the advice from your doctor or healthcare professional.

Information provided on this Website by us is done so on an “as is” basis. The information is only as accurate and current as of the date it was published on the Website. We make no guarantee the accuracy, reliability or comprehensiveness of the information contained on this Website. The user should seek specific professional medical advice prior to making the decision to implement or use any of the information contained on this Website.

3. Risk Warning, Acceptance of Risks, Release and Indemnity

By using any information on our Website you are doing so voluntarily and, depending on your own personal circumstances and not relying solely on the content contained on this Website.

It is the User’s responsibility to make their own evaluation of the information contained on the Website, and as such, if the user chooses to use and/or acts upon any information presented in any form, this is at the user’s own discretion and entirely at their own risk and Zephyr Movement does not bear any liability as a result of death, illness, injury or negative consequences which they may suffer or sustain in the course of, or consequential to using any such information.

You are responsible for making your own inquiries and seeking independent medical advice before commencing or acting on any information contained on our Website. You should speak to your doctor or healthcare professional before adopting any new regime or using any of our services.

By accepting this Agreement, you acknowledge and agree this is risk warning pursuant to the Australian Consumer Law. You assume all risks in connection with your use of any idea, information or suggestions contained on this Website.

To the full extent permitted by law, you agree to waive all and any claim, liability and right or cause of action which you, your representatives or next of kin may have against us as a result of death, illness, injury or negative consequences which you may suffer or sustain in the course of or consequential to you using any information contained on our Website.

To the full extent permitted by law, you agree to indemnify us from all claims, demands, actions, suits, legal proceedings, damages, costs, losses, expenses or liabilities of any kind including our reasonable legal costs, court costs and disbursements including in relation to the settlement of claim for any claim that may be brought or made by any person in the event of death, illness, injury or negative consequences which you may suffer or sustain in the course of or consequential to you using any of our Products, Services or our Website. This indemnity will survive this Agreement and your use of our Website.

4. Pricing and Payment

We may at our absolute discretion, amend the prices listed on our website.

For you to have full access to the Ease Anxiety Course the user must enrol and pay a once off \$99.90 payment. This once off payment is collected by Teachable Inc and by filling in the required form and accepting their terms of use, you consent and agree to Teachable Inc's Terms of Use. Upon filling in the required form and paying the once off payment, the User will be provided access to the Ease Anxiety Course.

All our Services and Products are subject to consumer protections under the Australian Consumer Law.

If you have any issues or questions about prices or payment please contact us at tessa@zephyrmovement.com.au

5. Refunds and Cancellations

A user enrolled in the Ease Anxiety Course can cancel at any time but will not be entitled to a refund.

Refunds may only be granted in extenuating circumstances. Should you wish to apply for a refund you can send an email to tessa@zephyrmovement.com.au with the reason as to why a refund should be granted.

6. Personal Information and Privacy

We collect, store and use your personal information in accordance with our Privacy Policy. To know more about how we treat personal information you should read our Privacy Policy and it can be accessed by clicking on this [link](#).

7. Dispute, Choice of Law and Jurisdiction for Dispute

This Agreement shall be governed by the laws in force in the state of Queensland, Australia. Should there be dispute it will be heard solely by a court in the state of Queensland, Australia.

Your ability to use our site is contingent on your agreement with this and all other sections of this Agreement. In the event that we may not limit our liability in your jurisdiction, you agree our total liability to you is not more than AUD\$100.

Should you wish to make a complaint or provide feedback, you can send an email to tessa@zephyrmovement.com.au.

8. Severability

If any provision of this Agreement is found to be unlawful, conflicting with any other provision of the Agreement, the Agreement will remain in force as though it has been entered into without that unenforceable provision being included. If two or more provisions are deemed to conflict, we shall have the sole right to elect which provision remains in force.

9. Amendments

We have the discretion to amend this Agreement from time to time.

When we update this Agreement, we will update this page on the Website and note the date it was last modified. You may refuse to agree to the amendment, if you do not agree to amendments, you must cease using our Products and Services and our Website immediately. **10. Copyright**

Unless otherwise indicated, copyright and all intellectual property rights to our Website, products and services are owned by Zephyr Movement. You agree to not engage in the use, copying or distribution of anything contained on the Website, received in Services and/or products unless we have provided prior written consent.

11. Contact Information

If you have any questions or concerns about your Services or Products do not hesitate to contact us by emailing tessa@zephyrmovement.com.au.