

Terms & Conditions (T&Cs)

Website Terms and Conditions

Effective Date: 14/09/2021

Welcome to www.candiceburningham.com (Site).

This Site is owned and operated by Candice Burningham ABN 43868559050 (referred to in these terms as “Candice Burningham”, “I”, “me” and “my”). Please take the time to read the terms of use that are applicable to the use of this Site, my products and services and the content made available to you via this Site and my social media channels (“Terms”). These Terms together with my Privacy Policy apply to all Site visitors, subscribers, customers, and all other users of the Site (“user”, “you” and “your”).

I would appreciate it if you would take some time to read the conditions set out below as they apply to your use and enjoyment of my Site.

CONSENT TO SITE TERMS

By accessing and using this Site, my social media channels and any other materials made available to you or provided to you on this Site, whether made available for purchase or not, you are taken to accept my Terms.

NO MINORS

By using the Site, accessing or purchasing any products or services, you warrant that:

- (a) you are over 18 years of age and have the legal capacity to enter into a legally binding contract;
- (b) have read and accepted these Terms; and
- (c) will comply with these Terms.

CHANGES TO THESE TERMS

I reserve the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date I post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of my Site and services. If at any time you choose not to accept these Terms, you should not use this Site.

By remaining on this Site and your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also accept these terms where you click "Agree" or "Accept" or "Buy" where such an option is made available to you during your use of the Site. If you're uncertain about the Terms or anything else on my Site, please don't hesitate to contact me before completing any purchase.

INTELLECTUAL PROPERTY

The Site, products and services contain intellectual property owned by me and / or by third-parties that license the content to me ("Third-Party Licensed Intellectual Property"), including, without limitation, trademarks, copyrights, proprietary information, designs, patents and other intellectual property rights, as well as the business name, logo, all designs, text, videos, audio files, graphics, other files, and software ("Content"). Your use of the Site, the services and access to any content does not grant or transfer any rights, title or interest to you in relation to this Site, the services or the content.

No Commercial Use

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 the Site, services or the Content, my Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without my prior written consent. I reserve the right to immediately remove your access to my Site, products and services, Content, without refund, if you are found to be violating these Terms.

Free or paid content

Where you download or purchase my digital products (including checklists, guides, ebooks, workbooks, video or audio content) (**Digital Products**) you are granted a non-exclusive, non-transferable, limited licence to access and use the Digital Products for your own personal use. You may not assign or transfer the Digital Products to any other person without my express written consent. I reserve the right, in my sole discretion, to accept or refuse to provide the products and/or services to you at any time for any reason.

Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, sell, create derivative works of, enhance or in any way exploit any of the Digital Products in any manner whatsoever except as authorised by me.

LINKS TO OTHER WEBSITES

My Site and social media channels may have links to other sites operated by third parties. Unless I expressly tell you otherwise, I do not in any way, endorse, control or approve of and nor am I responsible for the content on those websites. It's up to you to decide if those websites and their content work for you, and I recommend that you investigate and do your homework to find that out.

PRIVACY

These Terms also include my Privacy Policy which sets out how I use your personal information, which can be accessed [HERE](#). By using this Site, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

CREATING AN ACCOUNT

To place orders and access some features of the Site, you may have to register an account. This means you'll have to give me accurate information including your name, your business name, address, a valid email address and telephone number and you must be at least 18 years old. You warrant that any information you provide during the account set up process is accurate and correct at the time you provide the information and that you'll update information should there be any changes to the information provided. You'll be solely responsible for the

activity that occurs on your account (including orders placed on your account) so keep your account password secure.

I reserve the right to suspend or cancel your account at any time, at my sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts my reputation.

DIGITAL PRODUCTS

Upon purchase of a downloadable product from this Site, you will receive an email with a link to complete the purchase of your product including, where applicable, a direct download for your product.

Products may be available on this Site without a need to purchase or download them. You agree and accept full responsibility and risk for downloading and using these products. You agree that you will indemnify and hold harmless, [Candice Burningham] and all my related entities and personnel, against liability for any harm or loss caused by the downloading and use of these products.

You agree that it is your responsibility to ensure that you have the appropriate programs and hardware available to access and use the downloadable products and that this is not a reason for which I can offer a refund.

REFUNDS FOR ONLINE DIGITAL PRODUCTS

Due to the nature of digital products, any orders received and processed by me for digital products available to be purchased online, has a strict NO REFUND/RETURN/EXCHANGE POLICY. Where I send the wrong digital product I will send you the correct digital product and where the link provided to download is not working, I will send you the digital product direct or via a revised link at no extra cost.

PRICES AND PAYMENT

All prices are in Australian Dollars (AUD) and are inclusive of any Australian Goods and Services Tax (GST) (as applicable). The prices indicated on the Site may change at any time without advance notice to you. If you've purchased one of my programs, courses, or other products and/or services, it will be charged at the price in force at the time a customer's order is validated.

I reserve the right at any time to modify or discontinue the program, course, product and/or service without notice at any time. I shall not be liable to you, or to a third-party for any modification, price change, suspension or discontinuance of the program, course, product and/or service.

I may from time to time provide discounted products and / or services. You may only use one discount code with each purchase. I reserve the right to reject or cancel any orders where you add more than one discount code. I allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Discount codes and/or vouchers cannot be used in conjunction with any other offer or promotion.

I offer visitors who want to purchase from my Site the option to pay for the products and / or services by credit card or such other method of payment as notified by me from time to time. You acknowledge and agree to make timely and full payments to me for the products and/or services purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise me to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, I may revoke your access to the products.

ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES

You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Site, including but not limited to any consent you provide to receive communications from me solely by means of electronic transmission. You further acknowledge and agree that when you click on "I agree", "I consent", or other similarly worded click or tick options by electronic means using an electronic device such as your mobile phone, tablet, desktop, laptop or any other computer device capable of allowing you to click or tick, your agreement and/or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

INFORMATION AND ADVICE

My Site may have articles and content that is of a general nature and is not intended to constitute or replace professional advice for individual or specific situations and does not take into account your specific needs or circumstances. The information contained on the Site is not a substitute for obtaining advice specific to your circumstances from a qualified professional.

I do my best to ensure that the colours of any products or services are accurately displaced, please note, that on occasion the colour on my Site may seem different, depending on the device you use this can be for a number of reasons which are outside of my reasonable control, and may not accurately reflect the colour of the product or service.

By referencing any products or services on my Site, including any processes or other information, this does not constitute or imply my endorsement, sponsorship or recommendation of the products or services.

SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA

I always appreciate interaction on my social media channels and feedback about my Site, products and services, as it helps me to improve my Site and my products and services. Through the use of this Site, you may be invited to submit a review, you can also comment on my blog or other parts of my Site or interact with me via my social media channels. I love to hear from you!

Where you do decide to submit such feedback or comments, you represent and warrant that:

1. you are the sole author and owner of the intellectual property and any other rights in that content (or have the right to use that content with appropriate consents and permissions);
2. give me permission to post or otherwise use that feedback on my social media or other channels;
3. you waive any and all existing and future moral rights (as defined in the Copyright Act 1968(Cth) in the content you provide me;
4. the content does not violate these Terms; and
5. you are at least 18 years old.

I reserve the right to remove a review or comment if such review or comment contains:

1. libelous or otherwise unlawful, abusive or obscene material;
2. attacks my employees or another contributor;
3. contains material that discloses your personal information; or
4. is unrelated to the post or content to which you have reviewed or commented on.

My Site and social media channels may feature user reviews of the products and/or services as well as blogs by guest bloggers, these reviews and content of the guest blogs in no way represent the views or opinions Candice Burningham or its owners, shareholders, employees or others, but are the sole product of its creator. I disclaim all liability with respect to any content submitted by the user or guest blogger.

COMPETITIONS

I may from time to time run competitions through this Site and / or through my social media channels. Your participation in those competitions is subject to these Terms and any terms and conditions that are specific to each competition.

PROHIBITED USE

In addition to any other prohibitions, you must not, under any circumstances use the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances and (d) attempt to change, remove, deface, hack or otherwise interfere with this Site or any material or content displaced on the Site; (e) hack into any aspect of the Service; corrupt data; cause annoyance to other users; (f) infringe upon the rights of any other person's proprietary rights; (g) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or (h) attempt to affect the performance or functionality of any computer facilities of or accessed through this Site.

WARRANTIES AND DISCLAIMERS

This Site and content on the Site is provided on an "as is" and "as available" basis and to the fullest extent permitted by law, I make no representations or warranties about my Site and / or the products or services including that:

- they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
- access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
- there is no possibility of failure to store communications or other data.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, in no event are I responsible for any losses and expenses however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of my Site and /or my products or services, your inability to access my Site, interruption or outage of my Site or the fact that content on my Site or in my services is inaccurate, incomplete or out of date. My liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

MY RIGHT TO BE INDEMNIFIED BY YOU

To the fullest extent permitted by applicable laws, you agree to indemnify, and hold me and my related entities, affiliates, and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms "Candice Burningham" and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

BREACH AND TERMINATION

The agreement constituted between me "Candice Burningham" by your use of the Site may be terminated (a) where you breach any provision of these Terms; or (b) at any time by myself "Candice Burningham" without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access the Site.

SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

CEASING MY WEBSITE

I have the right to discontinue this Site. If I decide to do this, it can be at any time and may be without notice to you. I may also exclude any person from using my Site, at any time and at my sole discretion. I will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

ASSIGNMENT

I am permitted to assign, transfer and subcontract my rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms (together with my Privacy Policy and disclaimers) contained on this Site, constitute the entire understanding and agreement between you and I, in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

GOVERNING LAW AND JURISDICTION

All Terms shall be construed in accordance with and governed in all respects by the laws of the State of Queensland, Australia. In relation to any dispute, I ask that you contact me in the first instance so that both parties can, acting in good faith, resolve the dispute to my mutual satisfaction as quickly, cost effectively and efficiently as possible. Where a dispute cannot be resolved, you agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland, Australia.