



# Terms

These are the terms on which we will provide our services. For the purpose of these terms, our services include all products, services and content provided by [EliteWellbeing Enterprises Pty Ltd] ('we', 'us' and 'our'), whether directly, through our site, or any third- party site or service.

For the avoidance of doubt, our services include any coaching we provide to you as part of your preparation for and participation in *The Sydney Morning Herald* Half Marathon 2022.

## You must take responsibility for your own health

Nothing on our service constitutes medical or professional advice or care. We do not guarantee any exercise, health, weight loss or fitness results or improvements to users of our service.

You agree to be solely responsible for exercising within your limits. Subject to any contrary law, you agree to assume all risk of injury to your person or property resulting from your use of our service.

You must consult your doctor before using our service and follow his or her advice. Do not use our service if you have a history of chest pain, knee, ankle, wrist, shoulder, joint, or spinal (back or neck) problems or injuries. Read and follow all safety guidance provided by your doctor, or provided as part of our service. If there is any conflict between the guidance provided by your doctor and our service, follow your doctor's advice.

If at any time you feel you are exercising beyond your current fitness abilities, or you feel discomfort, pain, dizziness, or nausea, you should discontinue exercising immediately and consult your doctor.

## Children under 18 must be supervised by a responsible adult

Our service is not generally suitable for use by children under the age of 18 without appropriate adult supervision. Individuals under the age of 18 may only use our service with the consent and supervision of their parent or legal guardian, and otherwise subject to these terms.

You, as the parent or legal guardian of your child, are responsible for monitoring and supervising your child's use of our service. You should consult with your child's doctor before using our service with your child, and follow his or her advice.

## How will we provide our service?

Our service is provided on an 'as is' basis. You are responsible for the manner in which you use our service. To the fullest extent permitted by the law:

- We make no warranties with regard to our service, including advice, expressed or implied;
- We hereby disclaim and negate all other warranties, including, without limitation, implied warranties or conditions of accuracy, completeness, actuality, likely results, reliability, merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights; and



- We do not warrant or make any representations concerning the content on any sites or services linked to our service.

We may make changes to our service at any time without notice.

## What happens if you suffer damage?

To the fullest extent permitted by the law, we can only be held liable for direct damages, being the reasonable and evidenced costs incurred in relation to preventing or limiting the damage, and the reasonable and evidenced costs incurred in relation to determining the extent of the damage, unless the costs are awarded in a court case, in which case those costs prevail.

To the fullest extent permitted by the law, we are not liable for any consequential damages (including, without limitation, damages for loss of data or profit, loss of business operations, loss of income, loss due to business interruption, claims from clients, fines from government authorities) arising out of the use or inability to use our service.

In any case, to the fullest extent permitted by the law, our total liability is limited either to the amount you have paid for our services or the amount paid by our insurance company, whichever amount is lowest. Furthermore, we can only be held liable if the damage is caused by the intent or wilful recklessness of one of our employees, agents or officers. However, none of those persons can ever be held directly liable.

## Refund Policy.

Elite Wellbeing Enterprises does not provide refunds for Training plans purchased unless required in accordance with the Australian Consumer Law (in which case, a refund will be provided).