

## TERMS AND CONDITIONS

### **merrisnutritionandfitness.com**

1. These Terms and Conditions are applicable to [www.merrisnutritionandfitness.com](http://www.merrisnutritionandfitness.com) websites. In addition to the websites, these Terms and Conditions are also applicable to all [www.merrisnutritionandfitness.com](http://www.merrisnutritionandfitness.com) tools, applications (including mobile and social media applications) and other services.
2. For these Terms and Conditions "we", "our" and "us" refer to Meredith Van Lierop (ABN 65412556768) and Merri's Nutrition and Fitness and any employees and subsidiaries of those entities.
3. By accessing or using our products and/or services, you are agreeing to these Terms and Conditions and to entering into a legally binding agreement with us. If you do not agree to the Terms and Conditions you may not use the products and/or services or create an account.
4. As our business grows and improves, we may from time to time change these Terms and Conditions. We encourage you to check regularly for any updates. Your continued use of our products and/or services following such changes will constitute your acceptance of the new terms.
5. You must be at least 18 years of age to use this website. By using this website you warrant and represent that you are at least 18 years of age.
6. You agree to answer any questionnaires truthfully. All meal plans and training plans are personalised to individual clients based on the questionnaires. You agree that you will not disclose or share meal plans and training plans with any other person, company or organisation.
7. All payments must be made before our products and/or services are provided.
8. No refunds will be given after purchase of any products and/or services.
9. You are required to follow the programs and check-ins outlined for the particular program. If you do not check in on your designated day and within the time frame set, you will not be provided with a new meal plan for that week. It is your responsibility to check-in as per your program outline.
10. The information provided to you is not intended to provide specific physical or mental health advice.
11. You acknowledge that we are not medical practitioners or medical professionals. Any information provided does not constitute medical advice. Exercise programs and/or recipes should only be performed or used after consultation from your doctor or health care provider.
12. As with any form of exercise there are risks associated with the exercises and activities provided in these programs. You accept the responsibility for your own health and safety when participating in these programs. If you are in poor health or have a pre-existing physical or mental health conditions you agree to consult your doctor before participating in these programs. You acknowledge that we are not responsible for any injuries or health problems you may experience or even death as a result of using these programs.
13. You are solely responsible for all content that you post or otherwise submit to our website and associated support networks. You acknowledge that once published, such content cannot always be withdrawn. Unless we indicate otherwise, you grant us, a nonexclusive, transferrable, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, distribute, copy, and display such content in any form (for example, in promotional materials).

14. We do not accept liability for any posting, or any unlawful, threatening, abusive, defamatory, obscene or indecent information or material of any kind which breaches or infringes upon the rights of any third party, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.
15. You will not threaten, stalk, harm, or harass others, mislead or deceive others, promote bigotry or discrimination, defame others or solicit personal information.
16. We reserve the right to end any and all contracts without prior notice.
17. We will not disclose your personal information without your authority or as required by law. You agree to notify us if there has been any unauthorised use of your information.
18. You give permission for Merri's Nutrition and Fitness to use your before and after photographs (body images only – no head), for advertising, marketing and social media purposes. Your identity will not be disclosed when using these photographs.
19. In consideration for us providing you with our products and/or services you agree to indemnify us from any liabilities, losses, claims and/or legal fees of any nature (including but not limited to personal injury, health problems and death).
20. Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us in the twelve months prior to the action giving rise to the liability, losses, claims and/or legal fees, and (b) One Hundred Australian Dollars.
21. These Terms and Conditions, and your use of our products and/or services, will be governed by and construed in accordance with the laws of Victoria, Australia, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Victoria, Australia.
22. The contents of this website and all other materials (including meal plans and training plans given to you) are copyrighted by us, and are protected by Australian and international laws. You agree to abide by all applicable copyright laws and you acknowledge that use of our content without our express prior written permission is strictly prohibited.
23. These terms and conditions represent the whole agreement between you and us concerning your use and access to our products and/or services and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.
24. You will fully indemnify us in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings in each case of any kind and howsoever arising, in connection with any breach of these Terms and Conditions by you, unauthorised use of the website or content by (or allowed by) you, or your communications with us (including any uploading by you of content).
25. You agree that your heirs, administrators and executors are bound by these Terms and Conditions.
26. Should any provision of this agreement be held by a Court of competent jurisdiction to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.