

## **Terms and Conditions**

Welcome, <https://realhealthykids.com/> (our Site).

This Site gives you an opportunity to browse and purchases products and services for "mums" offered by Supateam Enterprises Pty Ltd t/as Sally Gray ND and or Real Healthy Kids (Sally Gray, we, us).

These Terms and Conditions (Terms) govern your use of this Site, as well as Sally Gray's products and services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact Sally Gray at [info@realhealthykids.com](mailto:info@realhealthykids.com) if you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

Sally Gray's products and services are intended for people aged 18 and over.

### **ACCEPTANCE OF TERMS**

1. By accessing, downloading or using the products and services offered on our Site, whether or not you register as a member, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to immediately discontinue your use of the products and/or services.

## **GENERAL DISCLAIMER**

3. All Sally Gray products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/ or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.

4. Sally Gray provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your background, dedication, participation, desire, and motivation.

5. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

6. You acknowledge and agree that Sally Gray, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

## **EARNINGS, INCOME AND RESULTS DISCLAIMER**

7. Sally Gray cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our products and/or services.

8. Any financial or results representations referenced by us on the Site, in our videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.

## REGISTERING YOUR DETAILS

9. Before you purchase our products and/or services, you must register an account with us.

10. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.

11. We may at any time request a form of identification to verify your identity.

12. If you are a registered user or member to this Site, you acknowledge and agree that:

1. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);

2. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;

3. You will immediately notify us if your Password is lost or becomes known to any other person;

4. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and

5. Any information you provide to us for posting or inclusion in our Sally Gray Community, at any time, becomes our property.

13. To the extent that you provide personal information, Sally Gray will treat such information strictly in accordance with its Privacy Policy.

14. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.

15. Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

## **YOUR OBLIGATIONS**

16. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (Sally Gray Community) or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Sally Gray Community any of the following:

1. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
2. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
3. Information that includes personal or identifying information about another person without that person's consent.
4. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
5. Any information or content that impersonates any person or entity.
6. Any material, non-public information about companies without authorisation to do so.
7. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).

17. By posting or otherwise publishing Your Content on our Site or Sally Gray Community, you:

1. Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
2. Warrant that you have the right to grant the above licences;
3. Warrant that Your Content does not breach these Terms; and
4. Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

18. We reserve the right (but have no obligation) to:

1. Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
2. Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

## **CODE OF CONDUCT**

19. Our Site and Sally Gray Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.

20. Whilst using this Site and/or our Sally Gray Community, we ask that you not:

1. Contact anyone who has asked not to be contacted.
2. Collect personal data about other users for commercial or unlawful purposes.
3. Infringe other user's privacy rights.

4. Violate the intellectual property of others.
5. Post anything that contains software viruses, worms or any other harmful code.
6. Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.
7. Please see our Sally Gray Community Guidelines in the appendix to these Terms for more information.

## **CONFIDENTIALITY**

22. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other Sally Gray product and/or services participants (Participants) and representatives of Sally Gray.

23. You agree:

1. That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
2. Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
3. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
4. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

5. Program recordings remain the property of Sally Gray ND and will be protected and used within the framework of the program for present and future participants.

24. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

## **COPYRIGHT AND TRADEMARK NOTICES**

25. All material on this Site, in our Sally Gray Community or otherwise delivered by us by us including (but not limited to) course content, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.

26. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

27. The trademarks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Sally Gray. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Sally Gray, in any manner that is likely to cause confusion with customers, or in any manner that disparages Sally Gray.

28. Nothing contained on this Site or in our Sally Gray Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.

29. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Sally Gray will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

## **RIGHT TO TERMINATE**

30. We reserve the right to terminate your use of the Site, Sally Gray Community or our products and/or services generally if you breach these terms, as determined by us in our sole discretion.

31. Refunds are not provided for our products and/or services that have been rendered by us, including where you have been given access to Our Content or our Sally Gray Community, whether accessed by you or not, unless we are in breach of the Australian Competition and Consumer Act 2010.

## **FINANCIAL TERMS**

32. If you qualified to receive a complimentary private consult with Sally Gray your session will be scheduled after the 30 Day Satisfaction Guarantee period has elapsed, our office will contact you directly to make a suitable time for the session.

33. Refunds are NOT available after the 30 Day Satisfaction Guarantee period has elapsed.

34. Invoices for any Sally Gray program are automatically generated and can be requested at any time by emailing [info@realhealthykids.com](mailto:info@realhealthykids.com)

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35. Some of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:

1. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.

2. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.



37. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.

38. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.

39. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.

40. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.

41. We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.

42. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

43. From time to time, Sally Gray may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be an active member in good standing at the time of purchase.

44. Any refund requests will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds may be granted at the discretion of the Sally Gray.

45. If you are experiencing financial hardship or difficult personal circumstances that are preventing you from actively participating in the IGNITE Program, The Quantum Shift Mastermind or Wholistic Coaching Couch Membership, Sally Gray may in her sole discretion,

allow you to pause your membership. Please email [info@realhealthykids.com](mailto:info@realhealthykids.com) if this is the case.

46. Cancellation of scheduled appointment within 24 hours will incur the full fee.

47. Cancellation of scheduled appointment within 48 hours will incur half fee.

48. Cancellation of an appointment within the above time frames requires direct communication to discuss the special circumstances with the Sally Gray ND administration.

49. Previous cancellations and reschedules will be taken into account in the above considerations.

50. Cancellation of annual subscription membership must be made in writing no later than the day prior to the next scheduled payment.

51. Cancellation of a monthly subscription membership must be made in writing no later than the day prior to the next scheduled payment.

### **LIABILITY IS LIMITED**

54. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under Australian Consumer Laws.

55. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Sally Gray Community or Our Content.

56. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products

or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Sally Gray Community or Our Content.

57. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:

1. Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
2. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
3. Accessing websites or servers maintained by other organisations through links on our Site, Sally Gray Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.
4. The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

## **YOUR INDEMNITY**

58. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of

use, reference to, or reliance on any information contained within our Site, Sally Gray Community or through use of our products or services.

### **AFFILIATE DISCLOSURE**

59. As affiliates of certain products and services we may receive compensation for recommending and promoting products/services linked to from this Site or via our Sally Gray Community.

### **NO ASSIGNMENT**

60. You cannot transfer or assign your Sally Gray membership without Sally Gray's prior written consent.

61. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

### **DISPUTE RESOLUTION**

62. Should a dispute arise between us, we strongly encourages you to contact Sally Gray at [info@realhealthykids.com](mailto:info@realhealthykids.com) to seek a resolution. Any reasonable requests will be considered and Sally Gray will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

### **APPLICABLE LAW**

63. These Terms shall be construed in accordance with and governed by the laws of Western Australia. You consent to the exclusive jurisdiction of the courts in Western Australia to determine any matter or dispute which arises between us.

### **YOUR FEEDBACK**

64. We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

65. If you have questions or comments regarding this Site, or Sally Gray products or services, please email us at [info@realhealthykids.com](mailto:info@realhealthykids.com)

## APPENDIX

### COMMUNITY GUIDELINES

"Empowered" Mums from everywhere are welcome here. We have community members of all skill and experience levels, from college students to entrepreneurs to multi-million dollar enterprises.

We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Because of the diversity of our global community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

- Women and mothers from all walks of life are welcome here.

We have members of all skill and experience levels and backgrounds, from college students to entrepreneurs to multi-million dollar enterprises.

- Keep it respectful

Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.

- No pitching to the group

We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group

members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your leads.

- No gated content

Content posted in the groups cannot be used to harvest leads in any way. If you need a feedback or a review, post the direct PDF, document, or screenshot. Don't require people to opt-in to view.

- Respect confidentiality

Content gathered in our Sally Gray Community groups cannot be collected, repackaged, and/or shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.

- Keep it on topic

We reserve the right to remove posts based on off-topic content or offensive content.

- Partnering with other members

Access to this group does not mean that Supateam Enterprises Pty Ltd t/as Sally Gray and or Real Healthy Kids endorses anyone's products or services. Please be cautious and do your due diligence when partnering with anyone in the group - don't assume everyone is trustworthy.

- Report posts that are breaking group policies

Due to the large amount of people in our groups and communities, it's sometimes difficult for us to catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manger directly via private message so our team can review them.

- Breaking the rules

If you are deemed to be breaking the rules of the group, Supateam Enterprises Pty Ltd t/as Sally Gray and or Real Healthy KIds reserves the right to remove you from the Facebook group that the offending behaviour has occurred within.