



## ActsIntuitively - Legal

### Standard

### Terms And Conditions - Full

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ActsIntuitively – Legal  
Standard Terms And Conditions - Full

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## **1.0 STANDARD TERMS AND CONDITIONS**

ActsIntuitively provides Goods and Services which requires facilities for Payment of those services and donations. The following outline and links provide a clear explanation of the Terms and Conditions that apply to the provision of these in addition to any others provided. We endeavour to keep the Terms and Conditions as current as possible however they may be updated without notice. If the need arises we may contact existing customers directly before updating this page.

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## 0. Definitions

**"ActsIntuitively", "we" or "our"** means Keith William Webster Trading As ActsIntuitively under the ABN 41 532 944 083.

**"Agreement"** means any agreement between ActsIntuitively and the Customer/Client in regards to ActsIntuitively Terms and Conditions and any Statement of Work, written proposal, order or otherwise written agreement executed as a part of and in connection to the Goods and/or Services specified herein.

**"Confidential Information"** means any information relating to the business or financial affairs of a party or any trade secret, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, databases, customer lists or information, sales plans, marketing plans, research, software, records, intellectual property or other information concerning a party.

**"Customer", "Client", "you" or "your"** means the person accessing ActsIntuitively websites, web content, web applications and/or a party who is purchasing Goods and/or Services from ActsIntuitively, either directly or through a third-party provider.

**"Deliverable"** means any end product, software, equipment, material, solution, report or document, agreed to be delivered by ActsIntuitively to the Customer in the performance of a Statement of Work, proposal, written agreement, and specifically referred to as a Deliverable in the applicable document.

**"Fees"** means the fees or the amount payable by the Customer for the Goods and/or Services as specified in any relevant purchase order, Statement of Work, proposal or written agreement, and as indicated in ActsIntuitively's Term and Conditions below or as supplied.

**"Goods"** means the products described in any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement.

**"GST"** means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended and applies within Australia (GST Act or any replacement or any other relevant legislation and regulations).

**"Payment"** means the compensation required and agreed to by both parties, and outlined on any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement for a product or as a result of the performance of a service.

**"Purchase" or "Purchasing"** means the act of buying Goods and/or Services.

**"Service"** means the delivery or performance of a service described in any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement.

**"Statement of Work"** means a document that is agreed to by the parties, that outlines the Goods and/or Services to be purchased, timeframe for Goods and/or Services to be delivered or completed, the relevant fees, payment agreement and any additional information that applies.

**"Terms and Conditions"** means the term and conditions of supply and/or use as set out in this document and any special Terms and Conditions that are supplied by ActsIntuitively in writing to be agreed upon.

## **1. Age Restrictions**

If you are under the 18 years of age you cannot place orders with ActsIntuitively. By accepting these Terms and Conditions you acknowledge that you are 18 years of age or over. Any transaction initiated by a minor, must be done so with the written and informed consent both of themselves and of the parents and/or guardians of the minor.

## **2. Amendments To Terms And Conditions**

ActsIntuitively reserves the right to change, modify, add or remove portions of these Term and Conditions at any time. Please check these Term and Conditions regularly prior to using our website or purchasing our Goods and/or Services to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website, then we will regard that use as conclusive evidence of your agreement and acceptance that these Terms and Conditions govern yours and ActsIntuitively's rights and obligations to each other. If any of the terms are found to be unenforceable, you agree that the remainder of the Terms and Conditions inclusive of the Terms of Use and the Terms of Purchase to remain in full force and effect.

## **3. Terms Of Website, Web Content And Web Application Use**

### **Terms Of Use**

ActsIntuitively owns and operates websites, web content and web applications under the domain names "actsintuitively.com.au", "actsintuitively.com" and "actsintuitively.net" which is inclusive of any and all subdomains (i.e. psych.actsintuitively.com.au). By using or accessing our websites you acknowledge that you are at least 18 years old, and are consenting that you have read, understood and agreed to be bound by these Terms and Conditions inclusive of ActsIntuitively's Privacy Policy. If you do not agree to the Terms of Use, please do not use or access our various website, web content or web applications.

### **Security**

ActsIntuitively takes reasonable steps and care to ensure that the website is secure and free of malicious software. However, ActsIntuitively cannot guarantee that any data or program available for download on its websites, web applications or websites that are linked to that are operated by third parties shall be free of viruses, spyware or other malicious software. You as the user must agree that you assume the risk of any damage to your computer/device or its software as a result of using our websites, web content or web applications.

### **Third Party Content**

ActsIntuitively operated websites and web applications contain information from, or hyperlinks to, websites or web content that is operated/hosted by third parties. ActsIntuitively provides such information, content and hyperlinks for your convenience but is not responsible for and does not endorse the content of any such information, content or website.

## Liability

ActsIntuitively provides websites, web applications and their content on an "as is" basis, and makes no representation as to the accuracy, completeness, currency or reliability of the information contained on them. ActsIntuitively will not be liable in contract, tort (including negligence) or otherwise to you for any direct, special, indirect or consequential loss or damage (including loss of profits or loss of data) arising out of or in connection with our websites, web content and web applications.

## Your Privacy Is Important

ActsIntuitively is committed to protecting the privacy of everyone who shops or interacts with us. ActsIntuitively's Privacy Policy sets out our commitment to you on privacy, including our use of "cookies".

Your information must be handled in accordance with the Privacy Act 1988, this is detailed on our Privacy statement page via this [link](#) (within this document).

## 4. Customer's Obligation

To enable ActsIntuitively to perform its obligations the Customer shall:

- Co-operate with ActsIntuitively;
- Provide ActsIntuitively with any information reasonably required;
- Provide ActsIntuitively with access to all required premises, systems, information and resources as applicable to the delivery of the nominated Goods and/or Services. The level of access is at the discretion of the Customer and may affect the ability of ActsIntuitively to provide the Goods and/or Services to the agreed standard;
- Keep ActsIntuitively notified of their correct name and contact information inclusive of postal address, phone and electronic contact information (i.e. email);
- Comply with such other requirements as agreed between the parties verbally, written or otherwise; and
- Comply with all legal and statutory requirements - particularly in regards to data protection, confidentiality and intellectual property.

The Customer warrants that they have the necessary rights to use their payment card (i.e. credit, debit or eftpos card) and that they are fully authorised to use it to pay for Purchases, both immediate and future. The Customer also warrants that this card gives access to the sufficient funds corresponding to the amount of the Goods and/or Services they are Purchasing, both immediate and future. Failing this, ActsIntuitively reserves the right to cancel the Purchase according to the conditions set out.

### **Delivery Of Medical Advice**

While ActsIntuitively may provide access to certain general psychological and mental health information, and also may provide messaging functionality to contact the Customer's counsellor, ActsIntuitively cannot and does not provide medical advice. ActsIntuitively advises the Customer to always seek the advice of a physician or other qualified healthcare provider with any questions regarding their personal health or medical conditions. ActsIntuitively encourages the Customer to never disregard, avoid, or delay obtaining medical advice from their doctor or other qualified healthcare provider because of something they have read in information provided by ActsIntuitively. If the Customer has or suspects that they have a medical problem or condition, please contact a qualified healthcare professional immediately.

To the extent advice is provided to the Customer by a counsellor through ActsIntuitively, such advice is based on the Customer personal health information as provided by the Customer and the local standards of care for the Customer's presenting symptoms, based on their use of ActsIntuitively's services. Responses are not provided by ActsIntuitively but are provided by the Customer's allocated counsellor.

The information or content from ActsIntuitively (other than a direct response from a qualified specialist) is not and should not be considered medical advice or a substitute for individual medical advice, diagnosis, or treatment. The Customer should always talk to a medical professional for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for the Customer. None of the information on the website, web content, web applications or in our physical content represents or warrants that any particular drug or treatment is safe, appropriate, or effective for the Customer.

### **Customer's Responsibility For Care**

The Customer's medical care and their mental health care are solely the responsibility of the Customer and their counsellor. All counsellors available through ActsIntuitively are screened and vetted to meet ActsIntuitively's processes and standards for counselling. However, ActsIntuitively is not responsible for credentialing counsellors, makes no representation regarding the accuracy of counsellors' credentials, and expressly disclaims any liability for fraudulent credentials or claims by counsellors.

ActsIntuitively does not accept any liability for any injury, loss or damage incurred by use of or reliance on information supplied or obtained from ActsIntuitively.

## **5. ActsIntuitively's Obligation**

ActsIntuitively shall perform the services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice. ActsIntuitively accepts all responsibility for the condition of any goods available for purchase and shall take reasonable measures to ensure that any materials supplied shall be free of defects at the point of dispatch.

## 6. Goods

ActsIntuitively sells goods to customers through online or web based shops/stores or through Agreements and only within Australia for physical goods. All orders for Goods are subject to confirmation and acceptance by ActsIntuitively with the Goods remaining the property of ActsIntuitively until full payment is received. All prices are provided in Australian Dollars (AUD) and include GST (Goods and Services Tax) as applicable. If you are purchasing Goods through agreement, ActsIntuitively shall supply Statement of Work, a proposal or a written agreement regarding what shall be supplied before ActsIntuitively requests Payment. ActsIntuitively will do this to ensure that the Customer understands what has been requested from ActsIntuitively, what it will cost and ensure that ActsIntuitively has the least negative impact on the Customer and/or their business.

### ActsIntuitively Shop

This online or web based shop/store is located at "shop.actsintuitively.com.au" and make available Goods that are physical in nature which may require shipping.

The specific and full Terms and Conditions that relate to this shop can be found via this [link](#).

### ActsIntuitively Digital Shop

This online or web based shop/store is located at "digital.actsintuitively.com.au" and make available Goods of a digital or software based nature.

The specific and full Terms and Conditions that relate to this shop can be found via this [link](#).

### Software Licensing

When ActsIntuitively is engaged to design, develop, deliver and/or provide software then this shall involve the issuing of a license for use which shall provide permission for use of the software and /or associated documentation. The license shall include any restrictions or terms of use as applies to the software provided and may be comprised of multiple licenses where software is made up of more than one software elements. Until such time as full payment is provided the software shall remain the property of ActsIntuitively. ActsIntuitively reserves the right to retain ownership of elements of intellectual property used in software such as predeveloped software, packages, plugins and/or files that are sold separately and in the case of termination with part payment licenses shall be negotiated with the Customer individually. Provision of software for the purposes of testing, demonstration or to show progress does not constitute licensing or ownership of software and the Customer shall comply with ActsIntuitively's requests to remove selected or all software installations and copies that are not licensed by ActsIntuitively.



## 7. Services

Whilst we operate within Australia, selected services are available internationally, at ActsIntuitively's discretion. In terms of Services, ActsIntuitively shall supply a Statement of Work, product description, a proposal or a written agreement regarding what shall be supplied for your agreement before ActsIntuitively commences work. ActsIntuitively will do this to ensure that the Customer understands the work ActsIntuitively will be performing, what it will cost and ensure that ActsIntuitively has the least negative impact on the Customer and/or their business.

### Statement of Work

ActsIntuitively and the customer will work together to develop and agree upon one or more Statement(s) of Work in relation to Services provided under this Agreement before ActsIntuitively commences work.

### Service Delivery

ActsIntuitively shall:

- Perform the Services in accordance with the applicable Statement of Work, proposal or written agreement;
- Perform the Services with due care, skill and judgement, in a professional manner, and in accordance with the specifications of the Service;
- Take reasonable measures to ensure that suitably qualified and experienced personnel work on the provision of the Services;
- Take reasonable measures or efforts to perform the Services in accordance with the timeframes set out in the relevant Agreement but will not be responsible for delays caused by the Customer or for reasons beyond ActsIntuitively's control; and
- In performing the services, comply with all legal and statutory requirements.

### Variations and Changes To Agreements

Either party may request a change to an Agreement inclusive of a Statement of Work. No such change is binding upon the parties unless:

- (a) The proposal is agreed to by both parties in writing and the Agreement is amended as applicable;
- (b) the amount of additional Payment or Fees are agreed to by both parties in writing, if any, payable by the Customer to ActsIntuitively as a result of the change;
- (c) the impact on the timeframes and/or the Services is agreed to by both parties in writing, if any, and the Agreement is amended as applicable; and
- (d) the amended Agreement is signed (or other form of written consent) by both parties to demonstrate agreement of the change.

## 8. Price And Payment

All orders for Goods and/or Services placed with ActsIntuitively requires payment in full as per the Terms and Conditions relating to the supply of the Goods or in accordance with the applicable Agreement. The requirement for partial, incremental or full repayment may be varied by ActsIntuitively at its discretion as outlined in the Terms and Conditions or Agreement. Payment in arrears will only be by prior written agreement from ActsIntuitively. Payment can be made by cash, bank transfer (inclusive of through selected payment providers), approved credit / debit cards online, over the phone or in person within the bounds of Australian Law however restrictions on available payment methods will apply to online sale of Goods. ActsIntuitively will issue a record of payment in electronic or paper form to the customer and an administration charge will apply for any further requests for copies. ActsIntuitively reserves the right to modify, update or run sales/promotions/discount offerings on any Goods and/or Services at any time and without notice. ActsIntuitively reserves the right to change the price or Terms and Conditions of any Goods and/or Services at any time. The price committed to at the time of an order or Agreement for any Goods and/or Services shall not be changed and no refund shall be provided for any difference in price should the price decrease afterwards.

Payments may be processed through third party providers for online, over the phone and direct debit payments. The third-party providers are required to complete transactions within a secure environment that is compliant with ActsIntuitively's security standards.

For any amounts outstanding please refer to the "[9. Fees And Penalties](#)" section, specifically "[Overdue Charges](#)".

### ActsIntuitively Shop

This online or web based shop/store is located at "shop.actsintuitively.com.au" and make available Goods that are physical in nature which may require shipping. The Terms and Conditions that apply to "[8. Price and Payment](#)" are different and you should refer to them when using that online or web based shop/store.

The specific and full Terms and Conditions that relate to this shop can be found via this [link](#).

### ActsIntuitively Digital Shop

This online or web based shop/store is located at "digital.actsintuitively.com.au" and make available Goods of a digital or software based nature. The Terms and Conditions that apply to "[8. Price and Payment](#)" and subsections are different and you should refer to them when using that online or web based shop/store.

The specific and full Terms and Conditions that relate to this shop can be found via this [link](#).

## **Payment Policies**

The Customer agrees to promptly pay all fees and charges for provided Services (inclusive of counselling), and when paying through the Direct Debit option, they authorise ActsIntuitively to automatically deduct all applicable charges and fees from the nominated payment account(s) the Customer designated in the signed payment agreement. The Customer understands and agrees that they will be responsible for a missed appointment fee equal to \$50 for the scheduled services if they do not cancel a scheduled appointment at least 24 hours in advance. The cancellation fee is waivable or amendable at ActsIntuitively's discretion. The Customer agrees to be responsible for any telephone charges and/or Internet service fees they incur in accessing our Service(s), except where otherwise stated by ActsIntuitively.

## **Direct Debit, Over The Phone And In Person Payment**

Payments for Goods and/or Services excluding online or web based sale of Goods may be processed over the phone or in person at our premises using cash or credit/debit card. Payment in arrears is only available by prior Agreement with ActsIntuitively and only through Direct Debit payments processed through our third-party provider as authorised by a signed payment agreement.

Fees are applicable to the direct debit service, made available through a third-party provider, and it is the responsibility of ActsIntuitively to provide the Customer with the third-party provider's Terms and Conditions that outline applicable fees and charges. It is the responsibility of the Customer to read and understand the Terms and Conditions of the third-party provider prior to signing a payment agreement. The Customer will be clearly informed of all approved payment requests.

## **Online Or Web Based Immediate Payment**

ActsIntuitively's online payments that are not related to the ActsIntuitively Shop or ActsIntuitively Digital Shop, are processed through a payment gateway provider, namely NAB Transact who is based in Australia. NAB Transact handles the credit card redirection through their infrastructure to allow them to provide the highest level of security. NAB Transact applies fees and surcharges to payments, however, ActsIntuitively absorbs these when payments are made through the online gateway. ActsIntuitively utilises SSL encryption on ActsIntuitively websites and web applications as standard which provides some level of protection for any activities conducted on the website prior to being redirected.

## **Price Adjustment**

ActsIntuitively reserves the right to increase Fees and Charges on any selected Good and/or Service, provided there is not a current signed Agreement or Order that states otherwise. Advice and notification will be provided to Customers, who we have contact information for, that are affected by changes in Fees on Services no less than 30 days prior to any intended change to price unless legally required to do so.

## Refunds

ActsIntuitively is committed to providing Goods and/or Services to clients to the quality, schedule and integrity expected of our company. ActsIntuitively understands that there may come a time where we fail to meet this expectation and ActsIntuitively are happy to work with the Customer to resolve the issue within 10 business days. Where it is not possible to resolve the issue with a Good and/or Service or within the specified timeframe ActsIntuitively may offer the Customer the option to receive a full or partial refund. A full or partial refund shall only be provided if the issue constitutes a major problem as defined by the ACCC or if deemed appropriate by ActsIntuitively. Please be aware that ActsIntuitively do not offer refunds for donations as it is money provided without condition and they can be placed without identifying information.

ActsIntuitively takes the refund process seriously and any client requesting a refund should submit their request via e-mail to [refund@actsintuitively.com.au](mailto:refund@actsintuitively.com.au). The e-mail should include the invoice number, the service provided, the reason for the requested refund and appropriate contact details. ActsIntuitively shall contact the Customer regarding the requested refund and if there it is agreed to process the refund, this will be carried out within 10 business days. The Customer will be provided with a receipt for the refund via e-mail once the refund transaction has been processed.

Should you wish to inform yourself of your rights with regards to refunds for Goods and/or Services, you may visit the ACCC website via this link:

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund>

## 9. Fees And Penalties

Fees for Goods and/or Services vary however they are subject to the general Terms and Conditions as outlined below.

### Invoicing

ActsIntuitively shall invoice the Customer for Fees in arrears on a monthly basis unless otherwise stated in any Agreement.

### Payment

The Customer must pay Fees in arrears within 3 months of the date of the relevant invoice unless otherwise stated on the invoice. The maximum payment period is negotiable at ActsIntuitively's discretion.

## Overdue Charges

Any amounts outstanding and not received by ActsIntuitively after the date of repayment is due, as outlined on the relevant invoice or in the signed payment agreement, then without limiting ActsIntuitively's rights or remedies,

(a) will attract interest at the rate of 10%pa calculated daily and charged on a monthly basis to the outstanding account in conjunction with the remaining outstanding balance of the account, or the maximum rate permitted by law, whichever is lower, and/or

(b) ActsIntuitively may suspend any future work on prepayment basis. ActsIntuitively will give the Customer at least 14 days' prior notice that the Customer's account is overdue, before suspending services from ActsIntuitively.

## Subscription Fees

Subscriptions shall only be undertaken under a direct debit arrangement which will require a signed payment agreement prior to commencing any subscription. In the event of a cancellation of a subscription by the Customer during the subscription period, the Customer agrees that no refund shall be due and payable.

## Payment Disputes

ActsIntuitively will not exercise ActsIntuitively's rights under the section, "[Overdue Charges](#)" above or suspend services if the Customer are disputing the applicable charges reasonably, in good faith and are co-operating diligently to resolve the dispute.

## Taxes

Subject to the foregoing, each party must comply with its respective obligations under any applicable law in relation to Tax.

If you are an international Customer, then you must inform us of this, your country (for tax purposes) and if you are aware of any tax implications for a transaction.

## Hourly Rates

Unless otherwise specified in an Agreement, hourly rates that are outside of our nominated Business Hours/Hours Of Operation shall be charged at one and half times the hourly rate specified.

## Hours Of Operation

ActsIntuitively shall normally provide Services within the hours specified on our Contact Us page via this link.

Selected Service offerings do operate outside the nominated hours which are outlined in the Service Description Sheet. Should you require a Service to be delivered outside of these hours then this should form part of an Agreement.

## 10. Agreement Termination

This section determines the Terms and Conditions relating to an Agreement being terminated by either party.

### Breach

Either party may terminate an Agreement immediately by written notice to the other party if the other party breaches any provision of a signed Agreement, and the breach has not been remedied within 20 business days after written notice of the breach has been provided to the offending party.

### Failure To Pay, Insolvency And Cessation Of Business

Either party may terminate an Agreement immediately by written notice to the other party if the other party:

- (a) fails to make a payment within the time period specified under the Agreement;
- (b) becomes, threatens or resolves to become Insolvent; or
- (c) ceases or threatens to cease conducting business in the normal manner.

### Convenience

Either party may terminate an Agreement by providing 30 days advance written notice to the other party and in the case of Customer, paying in full all amounts due and owing hereunder, without liability to pay any Termination Fee, except where the Agreement specifies such a Fee.

## 11. Consequence Of Termination

### Payments On Termination

Upon termination of an Agreement, the Customer shall pay to ActsIntuitively any outstanding amounts (either billed or accrued) which are payable to ActsIntuitively as of the date of termination.

### Return Of Information On Termination

Upon termination of an Agreement, each party must return, or destroy, at the other party's option, all copies of documentation and information relating to the other party's business (in whatever form it is held including but not limited to written, graphic or electromagnetic form) in that party's possession or control. Such information includes, without limitation, any Confidential Information and any records relating to a party's Intellectual Property, excepting when the law states otherwise.

## Effect Of Termination

Termination of an Agreement will not prejudice any rights or any claim that either party may have accrued against the other party up to the date of termination including, without limitation, any claim for damages as a result of the occurrence of an event which gives rise to a right of termination.

## 12. Donations

Donations are used to fund listed initiatives, start-ups and projects on our blog marked with the "Active" tag. If there aren't any initiatives, start-ups or projects listed the donations will be channelled towards future active donation recipients. In the future we hope to be able to offer benefits to those have donated more than AUD\$20 which we expect to include discounts or preferential services. To claim benefits, you must be able to produce a copy of your emailed receipt as proof of contribution.

## 13. Privacy

Your information must be handled in accordance with the Privacy Act 1988, this is detailed on our Privacy statement page via this [link](#) (within this document).

## 14. Confidentiality And Confidential Information

### Acknowledgement

Each party acknowledges that in the course of their association with each other they will have access to Confidential Information. Confidentiality is a means of providing the Customer with safety and privacy and in some cases protects the Customer's autonomy. Any Agreement will include the level and limits of the confidentiality offered. This Agreement can be reviewed and changed by negotiation between ActsIntuitively and the Customer. Terms and Conditions associated with confidentiality with regards to Agreements shall continue after the Customer's death unless there are overriding legal or ethical considerations. In cases where the Customer's safety is in jeopardy any confidentially agreements that may interfere with this safety are to be considered void (see "[Exceptional Circumstances](#)"). Confidentiality extends to Customer's records which ActsIntuitively will keep securely, whether they are maintained as hard copy or by digital processes. ActsIntuitively will take reasonable steps to inform the Customer of any limitations of confidentiality that arise.

### **Exceptional Circumstances**

Exceptional circumstances may arise which gives ActsIntuitively good grounds for believing that serious harm may occur to the Customer or to other people. In such circumstance the Customer's consent to change in the Agreement about confidentiality should be sought whenever possible unless there are also good grounds for believing the Customer is no longer willing or able to take responsibility for their actions. Normally, the decision to break confidentiality would be discussed with the Customer, unless circumstances prevent this. Any disclosure of confidential information should be restricted to relevant information, conveyed only to appropriate people and for appropriate reasons likely to alleviate the exceptional circumstances. The ethical considerations would include achieving a balance between acting in the best interests of the Customer and the ActsIntuitively's responsibilities under the law and to the wider community. ActsIntuitively will take reasonable steps to ensure the Customer is aware, understands and agrees to the conditions in which confidentiality will be broken.

### **Obligation**

Each party will, and will procure that their respective employees and contractors; treat all Confidential Information as confidential, not use such Confidential Information except as:

- (a) permitted hereunder, and not make public or disclose to any other person that Confidential Information without the prior written consent of the disclosing party;
- (b) prevent third parties from gaining access to Confidential Information who are not expressly authorised to do so; and
- (c) is required by law to be disclosed by ActsIntuitively in response to a valid order of a court of competent jurisdiction or authorised government agency, provided that the receiving party cooperates with the disclosing party's efforts to seek a protective order or other appropriate remedy; or
- (d) is disclosed by receiving party with the disclosing party's prior written approval.

### **Exceptions**

This Agreement imposes no obligation on ActsIntuitively with respect to Confidential Information which:

- (a) was in ActsIntuitively's possession before receipt from the disclosing party; is or becomes a matter of public knowledge through no fault of ActsIntuitively;
- (b) is rightfully received by ActsIntuitively from a third party without a duty of confidentiality; is independently developed by ActsIntuitively;
- (c) immediately return all of the disclosing party's Confidential Information (including all copies) upon written request of the disclosing party, excepting when the law states otherwise.

### **Survival**

Each party's obligations under the "[14. Confidentiality And Confidential Information](#)" section shall survive the termination of any Agreement regardless of the reason.



## 15. Intellectual Property

All intellectual property rights in Goods, products, software, documents and materials generated by ActsIntuitively in connection with the engagement of ActsIntuitively shall be owned by ActsIntuitively. If any Good or Product includes software or other intellectual property, such software or other intellectual property provided by ActsIntuitively to the Customer is subject to the copyright and user license, if any, for such Products, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. The Customer acknowledges and understands that any Products ordered or to supplied to the Customer, by ActsIntuitively from a third-party provider constitutes that ActsIntuitively is not liable to Customer or any third party for any copyright, design or patent issue, right or claim that may arise in relation to any Good or Product.

## 16. Copyright

Our disclosure, Terms and Conditions relating to copyright can be found on our Copyright page via this [link](#).

## 17. Exclusion Of Competitors

If you are in the business of creating similar documents, Goods and/or Services for the purpose of providing them for a Fee or in exchange for any other form of commercial exchange to users, whether they be business users or domestic users, then you are a competitor of ActsIntuitively. ActsIntuitively expressly excludes and does not permit you to use or access our websites or web applications (directly or indirectly), to download or duplicate any documents or information from its website or obtain any such documents or information through a third party. If you breach this term, then ActsIntuitively will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. ActsIntuitively reserves the right to exclude and deny any person access to our websites/web applications, services or information at our sole discretion.

## 18. Disclaimer Of Warranties

The Goods, Services or Deliverables are provided "as is" and with all faults. In particular, ActsIntuitively does not represent or warrant that the Goods, Services or Deliverables will meet the Customer's requirements or will be uninterrupted, timely, secure or error-free. To the maximum extent permitted by law, ActsIntuitively disclaims any and all warranties or conditions of any kind, whether express, implied or statutory, including, but not limited to, warranties or conditions of merchantability and fitness for a particular purpose. If and to the extent any warranties or conditions cannot be excluded, restricted or modified, ActsIntuitively's sole and exclusive liability and the Customer's sole and exclusive remedy in respect of any claim under such warranty or condition shall be, at the option of ActsIntuitively, supplying the services again or refunding to the customer all amounts paid by the Customer for the affected Good, Service or Deliverable.

## 19. Limitation Of Liability

Nothing in these Terms and Conditions shall exclude or limit the liability of ActsIntuitively for death or personal injury. However, ActsIntuitively shall not be liable for any direct loss or damage suffered by the Customer howsoever caused as a result of negligence, breach of contract or otherwise in excess of the price of the Goods and/or Services.

ActsIntuitively shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

ActsIntuitively does not accept any liability for any injury, loss or damage incurred by use of or reliance on the information.

## 20. Consequential Loss

To the maximum extent permitted by law, under no circumstances will ActsIntuitively be liable to the Customer on account of any claim (whether based in contract, negligence or other tort, breach of any statutory duty or otherwise) for any special, consequential, indirect, incidental or exemplary damages, or for any loss of profits, revenue, interest, goodwill, loss or corruption of data or for any loss of or interruption to the Customer or the Customer's business, or for any damages or sums paid by the Customer to third parties, even if ActsIntuitively has been advised of the possibility of such damages. In the event of any breach by ActsIntuitively of this agreement that results in direct damages ActsIntuitively's liability for such damages shall not exceed the total amount paid by the Customer to ActsIntuitively hereunder.

## 21. Force Majeure

ActsIntuitively shall have no liability to the Customer if we are prevented from or delayed in performing our obligations under any Agreement or from carrying on our business by acts, events, omissions or accidents beyond ActsIntuitively's reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of or the workforce of a supplier or any third party), failure of a utility service or transport network, act of God, inclement weather war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 22. Waiver

Failure of either party to insist upon strict performance of any provision of Terms and Conditions, any Agreement or the failure of either party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under Terms and Conditions or any Agreement. No waiver of any of the provisions of Terms and Conditions or any Agreement shall be effective unless it is expressly stated to be such and signed by both parties.

## 23. Governing Law

ActsIntuitively provides Goods, Services and hosts/operates its websites, content and web applications from within Australia, specifically Western Australia. The laws of Western Australia govern these Terms and Conditions, and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia. You agree to be responsible for compliance with applicable local laws if you purchase or access our goods, services, websites, content or web applications outside of Australia.

## 24. Non-Solicitation

To the extent permitted by applicable law, each party is prohibited, during the term of an Agreement to provide Services and for a period of 12 months after the expiration or termination of said Agreement, from soliciting or endeavouring to entice away from the other party any employee of the other party or any contractor engaged by that other party at any time without the prior written consent of the other party.

## 25. Publicity

The customer agrees to participate in ActsIntuitively's reasonable marketing activities that promote the benefits of the Products or Services to other potential customers. This will constitute the use of the Customer's name and logo on ActsIntuitively's website and in ActsIntuitively's promotional materials, subject to ActsIntuitively's compliance with the Customer's logo guidelines. The Customer agrees that ActsIntuitively may disclose that the Customer is a customer of ActsIntuitively's, excepting when such circumstance is breaching governing laws and confidentiality. It is the right of the Customer to request to not be part of such marketing activities through asking to "opt-out" in writing or asking the Terms and Conditions to be modified to exclude this condition prior to signing an agreement. As a courtesy, we may, on the first occasion that you engage in an agreement, ask whether you wish to participate in marketing activities however we do not guarantee that this request will occur. We advise you that we consider agreement to this condition to be considered a waiver of the right to exercise your right to written requests for permission under copyright and agree to not hold us responsible or liable for copyright infringement where we are complying with this condition.

## Contact Us

We encourage you to contact us at [info@actsintuitively.com.au](mailto:info@actsintuitively.com.au) if you have any questions concerning our Terms and Conditions. Please note, you should not include credit card information or other sensitive personal information in your email correspondence with us.

## 2.0 TERMS AND CONDITIONS – ACTSINTUITIVELY SHOP

The following outline and links provide a clear explanation of the Terms and Conditions that apply to the provision of these in addition to any others provided. We endeavour to keep the Terms and Conditions as current as possible however they may be updated without notice. If the need arises we may contact existing customers directly before updating this page.

These Terms and Conditions only relate to the ActsIntuitively Shop and includes a restatement of some Terms and Conditions from the Standard Terms and Conditions as well as overriding Terms and Conditions. In the event of any conflicting Terms and Conditions, the ActsIntuitively Shop Standard Terms and Conditions should be seen to be in effect with relation to the ActsIntuitively Shop. Where a restatement is used then this will be identified by "(Restatement)" next to the clause title.

You can access the main Standard Terms and Conditions via this [link](#).

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**Note: Standard Terms and Conditions, Items 7, 10, 11, 12 and 24 do not apply.**

## 0. Definitions (Restatement)

**"ActsIntuitively", "we" or "our"** means Keith William Webster Trading As ActsIntuitively under the ABN 41 532 944 083.

**"Agreement"** means any agreement between ActsIntuitively and the Customer/Client in regards to ActsIntuitively Terms and Conditions and any Statement of Work, written proposal, order or otherwise written agreement executed as a part of and in connection to the Goods and/or Services specified herein.

**"Confidential Information"** means any information relating to the business or financial affairs of a party or any trade secret, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, databases, customer lists or information, sales plans, marketing plans, research, software, records, intellectual property or other information concerning a party.

**"Customer", "Client", "you" or "your"** means the person accessing ActsIntuitively websites, web content, web applications and/or a party who is purchasing Goods and/or Services from ActsIntuitively, either directly or through a third-party provider.

**"Deliverable"** means any end product, software, equipment, material, solution, report or document, agreed to be delivered by ActsIntuitively to the Customer in the performance of a Statement of Work, proposal, written agreement, and specifically referred to as a Deliverable in the applicable document.

**"Fees"** means the fees or the amount payable by the Customer for the Goods and/or Services as specified in any relevant purchase order, Statement of Work, proposal or written agreement, and as indicated in ActsIntuitively's Term and Conditions below or as supplied.

**"Goods"** means the products described in any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement.

**"GST"** means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended and applies within Australia (GST Act or any replacement or any other relevant legislation and regulations).

**"Payment"** means the compensation required and agreed to by both parties, and outlined on any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement for a product or as a result of the performance of a service.

**"Purchase" or "Purchasing"** means the act of buying Goods and/or Services.

**"Service"** means the delivery or performance of a service described in any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement.

**"Statement of Work"** means a document that is agreed to by the parties, that outlines the Goods and/or Services to be purchased, timeframe for Goods and/or Services to be delivered or completed, the relevant fees, payment agreement and any additional information that applies.

**"Terms and Conditions"** means the term and conditions of supply and/or use as set out in this document and any special Terms and Conditions that are supplied by ActsIntuitively in writing to be agreed upon.

## **1. Age Restrictions (Restatement)**

If you are under the 18 years of age you cannot place orders with ActsIntuitively. By accepting these Terms and Conditions you acknowledge that you are 18 years of age or over. Any transaction initiated by a minor, must be done so with the written and informed consent both of themselves and of the parents and/or guardians of the minor.

## **2. Amendments To Terms And Conditions (Restatement)**

ActsIntuitively reserves the right to change, modify, add or remove portions of these Term and Conditions at any time. Please check these Term and Conditions regularly prior to using our website or purchasing our Goods and/or Services to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website, then we will regard that use as conclusive evidence of your agreement and acceptance that these Terms and Conditions govern yours and ActsIntuitively's rights and obligations to each other. If any of the terms are found to be unenforceable, you agree that the remainder of the Terms and Conditions inclusive of the Terms of Use and the Terms of Purchase to remain in full force and effect.

## **3. Terms Of Website, Web Content And Web Application Use (Restatement)**

### **Terms Of Use**

ActsIntuitively owns and operates websites, web content and web applications under the domain names "actsintuitively.com.au", "actsintuitively.com" and "actsintuitively.net" which is inclusive of any and all subdomains (i.e. psych.actsintuitively.com.au). By using or accessing our websites you acknowledge that you are at least 18 years old, and are consenting that you have read, understood and agreed to be bound by these Terms and Conditions inclusive of ActsIntuitively's Privacy Policy. If you do not agree to the Terms of Use, please do not use or access our various website, web content or web applications.

### **Security**

ActsIntuitively takes reasonable steps and care to ensure that the website is secure and free of malicious software. However, ActsIntuitively cannot guarantee that any data or program available for download on its websites, web applications or websites that are linked to that are operated by third parties shall be free of viruses, spyware or other malicious software. You as the user must agree that you assume the risk of any damage to your computer/device or its software as a result of using this website.

### **Third Party Content**

ActsIntuitively operated websites and web applications contain information from or hyperlinks to websites or web content that is operated/hosted by third parties. ActsIntuitively provides such information, content and hyperlinks for your convenience but is not responsible for and does not endorse the content of any such information, content or website.

## Liability

ActsIntuitively provides website, web application and their content on an "as is" basis, and makes no representation as to the accuracy, completeness, currency or reliability of the information contained on this website. ActsIntuitively will not be liable in contract, tort (including negligence) or otherwise to you for any direct, special, indirect or consequential loss or damage (including loss of profits or loss of data) arising out of or in connection with this website.

## Your Privacy Is Important

ActsIntuitively is committed to protecting the privacy of everyone who shops or interacts with us. ActsIntuitively's Privacy Policy sets out our commitment to you on privacy, including our use of "cookies".

Your information must be handled in accordance with the Privacy Act 1988, this is detailed on our Privacy statement page via this [link](#) (within this document).

## 4. Customer's Obligation - ActsIntuitively Shop (Overriding)

To enable ActsIntuitively to perform its obligations the Customer shall:

- Co-operate with ActsIntuitively;
- Provide ActsIntuitively with any information reasonably required;
- Provide ActsIntuitively with access to all required premises, systems, information and resources as applicable to the delivery of the nominated Goods and/or Services. The level of access is at the discretion of the Customer and may affect the ability of ActsIntuitively to provide the Goods and/or Services to the agreed standard;
- Keep ActsIntuitively notified of their correct name and contact information inclusive of postal address, phone and electronic contact information (i.e. email);
- Comply with such other requirements as agreed between the parties verbally, written or otherwise; and
- Comply with all legal and statutory requirements - particularly in regards to data protection, confidentiality and intellectual property.

The Customer warrants that they have the necessary rights to use their payment card (i.e. credit, debit or eftpos card) and that they are fully authorised to use it to pay for Purchases, both immediate and future. The Customer also warrants that this card gives access to the sufficient funds corresponding to the amount of the Goods and/or Services they are Purchasing, both immediate and future. Failing this, ActsIntuitively reserves the right to cancel the Purchase according to the conditions set out.

The Customer must confirm and take responsibility for ordering the correct product, format, edition, quantity for the items in their shopping cart and understand that an Order constitutes a request for ActsIntuitively to source these items on the Customer's behalf.

**Please Note:** As the ActsIntuitively shop is an online facility; our primary means of communication with you will be via the email address which you are required to provide with every purchase. ActsIntuitively will not be held responsible for any missed communication due to the email address being incorrect. If you have more than one email address, please check all email accounts before contacting ActsIntuitively.



### **Delivery Of Medical Advice (Restatement)**

While ActsIntuitively may provide access to certain general psychological and mental health information, and also may provide messaging functionality to contact the Customer's counsellor, ActsIntuitively cannot and does not provide medical advice. ActsIntuitively advises the Customer to always seek the advice of a physician or other qualified healthcare provider with any questions regarding their personal health or medical conditions. ActsIntuitively encourages the Customer to never disregard, avoid, or delay obtaining medical advice from their doctor or other qualified healthcare provider because of something they have read in information provided by ActsIntuitively. If the Customer has or suspect that they have a medical problem or condition, please contact a qualified healthcare professional immediately.

To the extent advice is provided to the Customer by a counsellor through ActsIntuitively, such advice is based on the Customer personal health information as provided by the Customer and the local standards of care for the Customer's presenting symptoms, based on their use of ActsIntuitively's services. Responses are not provided by ActsIntuitively but are provided by the Customer's allocated counsellor.

The information or content from ActsIntuitively (other than a direct response from a qualified specialist) is not and should not be considered medical advice or a substitute for individual medical advice, diagnosis, or treatment. The Customer should always talk to a medical professional for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for the Customer. None of the information on the website, web content, web applications or in our physical content represents or warrants that any particular drug or treatment is safe, appropriate, or effective for the Customer.

### **Customer's Responsibility For Care**

The Customer's medical care and their mental health care are solely the responsibility of the Customer and their counsellor. All counsellors available through ActsIntuitively are screened and vetted to meet ActsIntuitively's processes and standards for counselling. However, ActsIntuitively is not responsible for credentialing counsellors, makes no representation regarding the accuracy of counsellors' credentials, and expressly disclaims any liability for fraudulent credentials or claims by counsellors.

ActsIntuitively does not accept any liability for any injury, loss or damage incurred by use of or reliance on information supplied or obtained from ActsIntuitively.

## **5. ActsIntuitively's Obligation (Restatement)**

ActsIntuitively shall perform the services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice. ActsIntuitively accepts all responsibility for the condition of any goods available for purchase and shall take reasonable measures to ensure that any materials supplied shall be free of defects at the point of dispatch.

## **6. Goods - ActsIntuitively Shop (Overriding)**

This online or web based shop/store is located at "shop.actsintuitively.com.au" and make available Goods of a digital or software based nature which do not require shipping.

ActsIntuitively sells goods to customers through online or web based shops/stores or through Agreements and only within Australia for physical goods. All orders for goods are subject to confirmation and acceptance by ActsIntuitively. All prices are provided in Australian Dollars (AUD) and include GST (Goods and Services Tax) as applicable.

### **Shipping (Overriding)**

ActsIntuitively provides shipping within Australia only originating from Bunbury, Western Australia. Shipping costs are only applied to physical goods purchased from the ActsIntuitively Shop. Shipping is provided by our shipping provider, Australia Post, which will incur charges that are estimated at the checkout and applied as a firm offering. This means that the shipping cost is calculated using information provided by the shipping provider and accounts for fixed, variable, material and all other costs required to ship an item from our nominated source location to the shipping address provided. We in no way guarantee or imply that the amount you pay for shipping is an accurate representation of what ActsIntuitively will actually pay for the shipping with its provider and the amount charged shall be considered final provided that you, the Customer, provide accurate and valid shipping information. The shipping destination must be a valid street address or other address capable of receiving parcels from Australia Post and explicitly excludes PO Boxes as a destination address. Failure by the Customer to provide accurate and valid shipping information may incur additional charges, delays and ActsIntuitively reserves the right to process a refund rather than ship your Goods in the case that this occurs. ActsIntuitively reserves the right to consider accurate and valid shipping information to include any element that the shipping provider requires to complete your order and we take no responsibility or liability for your order after it has been processed with the shipping provider and, when issued by the provider, a tracking number is issued to you. ActsIntuitively relays information provided by the shipping provider and provides no warranty with relation to insurance, signature on delivery, delivery, transportation duration or delays and simply provides the function of packaging and shipping items through our providers service which ends upon notification and, when issued by the provider, supply of an associated tracking number.

**Note: Standard Terms and Conditions, Item 7 does not apply.**

## **8. Price And Payment - ActsIntuitively Shop (Overriding)**

This online or web based shop/store is located at "shop.actsintuitively.com.au" and make available Goods of a digital or software based nature which do not require shipping.

All orders for Goods placed with ActsIntuitively requires payment in full as per the Terms and Conditions relating to the supply of the Goods. The requirement for partial, incremental or full repayment are not available for purchases made through the ActsIntuitively Shop. Payment can be made by nominated online payment providers or approved credit / debit cards within the bounds of Australian Law however restrictions on available payment methods will apply to online sale of Goods. ActsIntuitively will issue a record of payment in electronic form to the customer and an administration charge will apply for any further requests for copies. ActsIntuitively reserves the right to modify, update or run sales/promotions/discount offerings on any Goods at any time and without notice. ActsIntuitively reserves the right to change the price or Terms and Conditions of any Goods at any time. The price committed to at the time of an order or Agreement for any Goods shall not be changed and no refund shall be provided for any difference in price should the price decrease afterwards.

Payments may be processed through third party providers for online payments. The third-party providers are required to complete transactions within a secure environment that is compliant with ActsIntuitively's security standards.

If ActsIntuitively is unable to process an order using the Customer's nominated payment method due to insufficient funds or other errors, then the order will be cancelled.

### **Online Or Web Based Immediate Payment (Overriding)**

ActsIntuitively's online payments that are related to the ActsIntuitively Shop, are processed through a payment gateway provider, namely Paypal. Paypal handles the bank transfer or credit card payments through their infrastructure to allow them to provide the highest level of security. Paypal applies fees and surcharges to payments, however, ActsIntuitively absorbs these when payments are made through the online gateway. ActsIntuitively utilises SSL encryption on ActsIntuitively websites and web applications as standard which provides some level of protection for any activities conducted on the website prior to being redirected.

### **Manual Order And Payment (Overriding)**

All prices on the ActsIntuitively Shop website are for orders placed via our website only. Orders placed by other means will be charged the full RRP price of each title as quoted on the website plus a \$10 non-refundable administration fee as the order will need to be hand processed by ActsIntuitively staff. ActsIntuitively reserves the right to choose to waive the administration fee on a one of basis for a Customer and exercising this right does not impose any requirement on ActsIntuitively to waive this fee in the future for the same Customer or any other Customer.

### **Price Adjustment (Overriding)**

ActsIntuitively reserves the right to increase Fees and Charges on any selected Good, provided there is not a current Order that states otherwise. Advice and notification will be provided to Customers, who we have contact information for, that are affected by changes in Fees (including credit card surcharges) no less than 30 days prior to any intended change to price unless legally required to do so.

### **Refunds (Restatement)**

ActsIntuitively is committed to providing Goods and/or Services to clients to the quality, schedule and integrity expected of our company. ActsIntuitively understands that there may come a time where we fail to meet this expectation and ActsIntuitively are happy to work with the Customer to resolve the issue within 10 business days. Where it is not possible to resolve the issue with a Good and/or Service or within the specified timeframe ActsIntuitively may offer the Customer the option to receive a full or partial refund. A full or partial refund shall only be provided if the issue constitutes a major problem as defined by the ACCC or if deemed appropriate by ActsIntuitively. Please be aware that ActsIntuitively do not offer refunds for donations as it is money provided without condition and they can be placed without identifying information.

ActsIntuitively takes the refund process seriously and any client requesting a refund should submit their request via e-mail to [refund@actsintuitively.com.au](mailto:refund@actsintuitively.com.au). The e-mail should include the invoice number, the service provided, the reason for the requested refund and appropriate contact details. ActsIntuitively shall contact the Customer regarding the requested refund and if there it is agreed to process the refund, this will be carried out within 10 business days. The Customer will be provided with a receipt for the refund via e-mail once the refund transaction has been processed.

Should you wish to inform yourself of your rights with regards to refunds for Goods and/or Services, you may visit the ACCC website via this link:

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund>

### **9. Fees And Penalties (Partial Restatement)**

Fees for Goods and/or Services vary however they are subject to the general Terms and Conditions as outlined below.

#### **Taxes**

Subject to the foregoing, each party must comply with its respective obligations under any applicable law in relation to Tax.

If you are an international Customer, then you must inform us of this, your country (for tax purposes) and if you are aware of any tax implications for a transaction.

**Note: Standard Terms and Conditions, Items 10, 11 and 12 do not apply.**

### **13. Privacy**

Your information must be handled in accordance with the Privacy Act 1988, this is detailed on our Privacy statement page via this [link](#) (within this document).

## 14. Confidentiality And Confidential Information (Restatement)

### Acknowledgement

Each party acknowledges that in the course of their association with each other they will have access to Confidential Information. Confidentiality is a means of providing the Customer with safety and privacy and in some cases protects the Customer's autonomy. Any Agreement will include the level and limits of the confidentiality offered. This Agreement can be reviewed and changed by negotiation between ActsIntuitively and the Customer. Terms and Conditions associated with confidentiality with regards to Agreements shall continue after the Customer's death unless there are overriding legal or ethical considerations. In cases where the Customer's safety is in jeopardy any confidentially agreements that may interfere with this safety are to be considered void (see "[Exceptional Circumstances](#)"). Confidentiality extends to Customer's records which ActsIntuitively will keep securely, whether they are maintained as hard copy or by digital processes. ActsIntuitively will take reasonable steps to inform the Customer of any limitations of confidentiality that arise.

### Exceptional Circumstances

Exceptional circumstances may arise which gives ActsIntuitively good grounds for believing that serious harm may occur to the Customer or to other people. In such circumstance the Customer's consent to change in the Agreement about confidentiality should be sought whenever possible unless there are also good grounds for believing the Customer is no longer willing or able to take responsibility for their actions. Normally, the decision to break confidentiality would be discussed with the Customer, unless circumstances prevent this. Any disclosure of confidential information should be restricted to relevant information, conveyed only to appropriate people and for appropriate reasons likely to alleviate the exceptional circumstances. The ethical considerations would include achieving a balance between acting in the best interests of the Customer and the ActsIntuitively's responsibilities under the law and to the wider community. ActsIntuitively will take reasonable steps to ensure the Customer is aware, understands and agrees to the conditions in which confidentiality will be broken.

### Obligation

Each party will, and will procure that their respective employees and contractors; treat all Confidential Information as confidential, not use such Confidential Information except as:

- (a) permitted hereunder, and not make public or disclose to any other person that Confidential Information without the prior written consent of the disclosing party;
- (b) prevent third parties from gaining access to Confidential Information who are not expressly authorised to do so; and
- (c) is required by law to be disclosed by ActsIntuitively in response to a valid order of a court of competent jurisdiction or authorised government agency, provided that the receiving party cooperates with the disclosing party's efforts to seek a protective order or other appropriate remedy; or
- (d) is disclosed by receiving party with the disclosing party's prior written approval.

## Exceptions

This Agreement imposes no obligation on ActsIntuitively with respect to Confidential Information which:

- (a) was in ActsIntuitively's possession before receipt from the disclosing party; is or becomes a matter of public knowledge through no fault of ActsIntuitively;
- (b) is rightfully received by ActsIntuitively from a third party without a duty of confidentiality; is independently developed by ActsIntuitively;
- (c) immediately return all of the disclosing party's Confidential Information (including all copies) upon written request of the disclosing party, excepting when the law states otherwise.

## Survival

Each party's obligations under the "[14. Confidentiality And Confidential Information](#)" section shall survive the termination of any Agreement regardless of the reason.

## 15. Intellectual Property (Restatement)

All intellectual property rights in Goods, products, software, documents and materials generated by ActsIntuitively in connection with the engagement of ActsIntuitively shall be owned by ActsIntuitively. If any Good or Product includes software or other intellectual property, such software or other intellectual property provided by ActsIntuitively to the Customer is subject to the copyright and user license, if any, for such Products, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. The Customer acknowledges and understands that any Products ordered or to supplied to the Customer, by ActsIntuitively from a third-party provider constitutes that ActsIntuitively is not liable to Customer or any third party for any copyright, design or patent issue, right or claim that may arise in relation to any Good or Product.

## 16. Copyright (Restatement)

Our disclosure, Terms and Conditions relating to copyright can be found on our Copyright page via this [link](#).

## 17. Exclusion Of Competitors (Restatement)

If you are in the business of creating similar documents, Goods and/or Services for the purpose of providing them for a Fee or in exchange for any other form of commercial exchange to users, whether they be business users or domestic users, then you are a competitor of ActsIntuitively. ActsIntuitively expressly excludes and does not permit you to use or access our websites or web applications (directly or indirectly), to download or duplicate any documents or information from its website or obtain any such documents or information through a third party. If you breach this term, then ActsIntuitively will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. ActsIntuitively reserves the right to exclude and deny any person access to our websites/web applications, services or information at our sole discretion.

## **18. Disclaimer Of Warranties - ActsIntuitively Shop (Overriding)**

The Goods, Services or Deliverables are provided "as is" and with all faults. In particular, ActsIntuitively does not represent or warrant that the Goods, Services or Deliverables will meet the Customer's requirements or will be uninterrupted, timely, secure or error-free. To the maximum extent permitted by law, ActsIntuitively disclaims any and all warranties or conditions of any kind, whether express, implied or statutory, including, but not limited to, warranties or conditions of merchantability and fitness for a particular purpose. If and to the extent any warranties or conditions cannot be excluded, restricted or modified, ActsIntuitively's sole and exclusive liability and the Customer's sole and exclusive remedy in respect of any claim under such warranty or condition shall be, at the option of ActsIntuitively, supplying the services again or refunding to the customer all amounts paid by the Customer for the affected Good, Service or Deliverable.

In addition, the information contained on the ActsIntuitively Shop website may contain technical inaccuracies or typographical errors. All liability of ActsIntuitively howsoever arising for inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

## **19. Limitation Of Liability (Restatement)**

Nothing in these Terms and Conditions shall exclude or limit the liability of ActsIntuitively for death or personal injury. However, ActsIntuitively shall not be liable for any direct loss or damage suffered by the Customer howsoever caused as a result of negligence, breach of contract or otherwise in excess of the price of the Goods and/or Services.

ActsIntuitively shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

ActsIntuitively does not accept any liability for any injury, loss or damage incurred by use of or reliance on the information.

## **20. Consequential Loss (Restatement)**

To the maximum extent permitted by law, under no circumstances will ActsIntuitively be liable to the Customer on account of any claim (whether based in contract, negligence or other tort, breach of any statutory duty or otherwise) for any special, consequential, indirect, incidental or exemplary damages, or for any loss of profits, revenue, interest, goodwill, loss or corruption of data or for any loss of or interruption to the Customer or the Customer's business, or for any damages or sums paid by the Customer to third parties, even if ActsIntuitively has been advised of the possibility of such damages. In the event of any breach by ActsIntuitively of this agreement that results in direct damages ActsIntuitively's liability for such damages shall not exceed the total amount paid by the Customer to ActsIntuitively hereunder.

## **21. Force Majeure (Restatement)**

ActsIntuitively shall have no liability to the Customer if we are prevented from or delayed in performing our obligations under any Agreement or from carrying on our business by acts, events, omissions or accidents beyond ActsIntuitively's reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of or the workforce of a supplier or any third party), failure of a utility service or transport network, act of God, inclement weather war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **22. Waiver (Restatement)**

Failure of either party to insist upon strict performance of any provision of Terms and Conditions, any Agreement or the failure of either party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under Terms and Conditions or any Agreement. No waiver of any of the provisions of Terms and Conditions or any Agreement shall be effective unless it is expressly stated to be such and signed by both parties.

## **23. Governing Law (Restatement)**

ActsIntuitively provides Goods, Services and hosts/operates its websites, content and web applications from within Australia, specifically Western Australia. The laws of Western Australia govern these Terms and Conditions, and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia. You agree to be responsible for compliance with applicable local laws if you purchase or access our goods, services, websites, content or web applications outside of Australia.

**Note: Standard Terms and Conditions, Items 24 and 25 do not apply.**

## **Contact Us**

We encourage you to contact us at [info@actsintuitively.com.au](mailto:info@actsintuitively.com.au) if you have any questions concerning our Terms and Conditions. Please note, you should not include credit card information or other sensitive personal information in your email correspondence with us.



### **3.0 TERMS AND CONDITIONS – ACTSINTUITIVELY DIGITAL SHOP**

The following outline and links provide a clear explanation of the Terms and Conditions that apply to the provision of these in addition to any others provided. We endeavour to keep the Terms and Conditions as current as possible however they may be updated without notice. If the need arises we may contact existing customers directly before updating this page.

These Terms and Conditions only relate to the ActsIntuitively Digital Shop and includes a restatement of some Terms and Conditions from the Standard Terms and Conditions as well as overriding Terms and Conditions. In the event of any conflicting Terms and Conditions, the ActsIntuitively Digital Shop Standard Terms and Conditions should be seen to be in effect with relation to the ActsIntuitively Digital Shop. Where a restatement is used then this will be identified by "(Restatement)" next to the clause title.

You can access the main Standard Terms and Conditions via this [link](#).

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**Note: Standard Terms and Conditions, Items 7, 10, 11, 12 and 24 do not apply.**

## 0. Definitions (Restatement)

**"ActsIntuitively", "we" or "our"** means Keith William Webster Trading As ActsIntuitively under the ABN 41 532 944 083.

**"Agreement"** means any agreement between ActsIntuitively and the Customer/Client in regards to ActsIntuitively Terms and Conditions and any Statement of Work, written proposal, order or otherwise written agreement executed as a part of and in connection to the Goods and/or Services specified herein.

**"Confidential Information"** means any information relating to the business or financial affairs of a party or any trade secret, technical knowledge, concepts, ideas, designs, programs, processes, procedures, innovations, databases, customer lists or information, sales plans, marketing plans, research, software, records, intellectual property or other information concerning a party.

**"Customer", "Client", "you" or "your"** means the person accessing ActsIntuitively websites, web content, web applications and/or a party who is purchasing Goods and/or Services from ActsIntuitively, either directly or through a third-party provider.

**"Deliverable"** means any end product, software, equipment, material, solution, report or document, agreed to be delivered by ActsIntuitively to the Customer in the performance of a Statement of Work, proposal, written agreement, and specifically referred to as a Deliverable in the applicable document.

**"Fees"** means the fees or the amount payable by the Customer for the Goods and/or Services as specified in any relevant purchase order, Statement of Work, proposal or written agreement, and as indicated in ActsIntuitively's Term and Conditions below or as supplied.

**"Goods"** means the products described in any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement.

**"GST"** means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended and applies within Australia (GST Act or any replacement or any other relevant legislation and regulations).

**"Payment"** means the compensation required and agreed to by both parties, and outlined on any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement for a product or as a result of the performance of a service.

**"Purchase" or "Purchasing"** means the act of buying Goods and/or Services.

**"Service"** means the delivery or performance of a service described in any online or website based store/shop, purchase order, Statement of Work, written proposal or written agreement.

**"Statement of Work"** means a document that is agreed to by the parties, that outlines the Goods and/or Services to be purchased, timeframe for Goods and/or Services to be delivered or completed, the relevant fees, payment agreement and any additional information that applies.

**"Terms and Conditions"** means the term and conditions of supply and/or use as set out in this document and any special Terms and Conditions that are supplied by ActsIntuitively in writing to be agreed upon.

## **1. Age Restrictions (Restatement)**

If you are under the 18 years of age you cannot place orders with ActsIntuitively. By accepting these Terms and Conditions you acknowledge that you are 18 years of age or over. Any transaction initiated by a minor, must be done so with the written and informed consent both of themselves and of the parents and/or guardians of the minor.

## **2. Amendments To Terms And Conditions (Restatement)**

ActsIntuitively reserves the right to change, modify, add or remove portions of these Term and Conditions at any time. Please check these Term and Conditions regularly prior to using our website or purchasing our Goods and/or Services to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website, then we will regard that use as conclusive evidence of your agreement and acceptance that these Terms and Conditions govern yours and ActsIntuitively's rights and obligations to each other. If any of the terms are found to be unenforceable, you agree that the remainder of the Terms and Conditions inclusive of the Terms of Use and the Terms of Purchase to remain in full force and effect.

## **3. Terms Of Website, Web Content And Web Application Use (Restatement)**

### **Terms Of Use**

ActsIntuitively owns and operates websites, web content and web applications under the domain names "actsintuitively.com.au", "actsintuitively.com" and "actsintuitively.net" which is inclusive of any and all subdomains (i.e. psych.actsintuitively.com.au). By using or accessing our websites you acknowledge that you are at least 18 years old, and are consenting that you have read, understood and agreed to be bound by these Terms and Conditions inclusive of ActsIntuitively's Privacy Policy. If you do not agree to the Terms of Use, please do not use or access our various website, web content or web applications.

### **Security**

ActsIntuitively takes reasonable steps and care to ensure that the website is secure and free of malicious software. However, ActsIntuitively cannot guarantee that any data or program available for download on its websites, web applications or websites that are linked to that are operated by third parties shall be free of viruses, spyware or other malicious software. You as the user must agree that you assume the risk of any damage to your computer/device or its software as a result of using this website.

### **Third Party Content**

ActsIntuitively operated websites and web applications contain information from or hyperlinks to websites or web content that is operated/hosted by third parties. ActsIntuitively provides such information, content and hyperlinks for your convenience but is not responsible for and does not endorse the content of any such information, content or website.

## Liability

ActsIntuitively provides website, web application and their content on an "as is" basis, and makes no representation as to the accuracy, completeness, currency or reliability of the information contained on this website. ActsIntuitively will not be liable in contract, tort (including negligence) or otherwise to you for any direct, special, indirect or consequential loss or damage (including loss of profits or loss of data) arising out of or in connection with this website.

## Your Privacy Is Important

ActsIntuitively is committed to protecting the privacy of everyone who shops or interacts with us. ActsIntuitively's Privacy Policy sets out our commitment to you on privacy, including our use of "cookies".

Your information must be handled in accordance with the Privacy Act 1988, this is detailed on our Privacy statement page via this [link](#) (within this document).

## 4. Customer's Obligation - ActsIntuitively Digital Shop (Overriding)

To enable ActsIntuitively to perform its obligations the Customer shall:

- Co-operate with ActsIntuitively;
- Provide ActsIntuitively with any information reasonably required;
- Provide ActsIntuitively with access to all required premises, systems, information and resources as applicable to the delivery of the nominated Goods and/or Services. The level of access is at the discretion of the Customer and may affect the ability of ActsIntuitively to provide the Goods and/or Services to the agreed standard;
- Keep ActsIntuitively notified of their correct name and contact information inclusive of postal address, phone and electronic contact information (i.e. email);
- Comply with such other requirements as agreed between the parties verbally, written or otherwise; and
- Comply with all legal and statutory requirements - particularly in regards to data protection, confidentiality and intellectual property.

The Customer warrants that they have the necessary rights to use their payment card (i.e. credit, debit or eftpos card) and that they are fully authorised to use it to pay for Purchases, both immediate and future. The Customer also warrants that this card gives access to the sufficient funds corresponding to the amount of the Goods and/or Services they are Purchasing, both immediate and future. Failing this, ActsIntuitively reserves the right to cancel the Purchase according to the conditions set out.

The Customer must confirm and take responsibility for ordering the correct product, format, edition, quantity for the items in their shopping cart and understand that an Order constitutes a request for ActsIntuitively to source these items on the Customer's behalf.

**Please Note:** As the ActsIntuitively Digital Shop is an online facility; our primary means of communication with you will be via the email address which you are required to provide with every purchase. ActsIntuitively will not be held responsible for any missed communication due to the email address being incorrect. If you have more than one email address, please check all email accounts before contacting ActsIntuitively.

### **Delivery Of Medical Advice (Restatement)**

While ActsIntuitively may provide access to certain general psychological and mental health information, and also may provide messaging functionality to contact the Customer's counsellor, ActsIntuitively cannot and does not provide medical advice. ActsIntuitively advises the Customer to always seek the advice of a physician or other qualified healthcare provider with any questions regarding their personal health or medical conditions. ActsIntuitively encourages the Customer to never disregard, avoid, or delay obtaining medical advice from their doctor or other qualified healthcare provider because of something they have read in information provided by ActsIntuitively. If the Customer has or suspect that they have a medical problem or condition, please contact a qualified healthcare professional immediately.

To the extent advice is provided to the Customer by a counsellor through ActsIntuitively, such advice is based on the Customer personal health information as provided by the Customer and the local standards of care for the Customer's presenting symptoms, based on their use of ActsIntuitively's services. Responses are not provided by ActsIntuitively but are provided by the Customer's allocated counsellor.

The information or content from ActsIntuitively (other than a direct response from a qualified specialist) is not and should not be considered medical advice or a substitute for individual medical advice, diagnosis, or treatment. The Customer should always talk to a medical professional for diagnosis and treatment, including information regarding which drugs or treatment may be appropriate for the Customer. None of the information on the website, web content, web applications or in our physical content represents or warrants that any particular drug or treatment is safe, appropriate, or effective for the Customer.

### **Customer's Responsibility For Care**

The Customer's medical care and their mental health care are solely the responsibility of the Customer and their counsellor. All counsellors available through ActsIntuitively are screened and vetted to meet ActsIntuitively's processes and standards for counselling. However, ActsIntuitively is not responsible for credentialing counsellors, makes no representation regarding the accuracy of counsellors' credentials, and expressly disclaims any liability for fraudulent credentials or claims by counsellors.

ActsIntuitively does not accept any liability for any injury, loss or damage incurred by use of or reliance on information supplied or obtained from ActsIntuitively.

## **5. ActsIntuitively's Obligation (Restatement)**

ActsIntuitively shall perform the services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice. ActsIntuitively accepts all responsibility for the condition of any goods available for purchase and shall take reasonable measures to ensure that any materials supplied shall be free of defects at the point of dispatch.

## **6. Goods - ActsIntuitively Digital Shop (Overriding)**

This online or web based shop/store is located at "digital.actsintuitively.com.au" and make available Goods of a digital or software based nature which do not require shipping.

ActsIntuitively sells goods to customers through online or web based shops/stores or through Agreements and only within Australia for physical goods. All orders for goods are subject to confirmation and acceptance by ActsIntuitively. All prices are provided in Australian Dollars (AUD) and include GST (Goods and Services Tax) as applicable.

### **Software Licensing**

When ActsIntuitively is engaged to design, develop, deliver and/or provide software then this shall involve the issuing of a license for use which shall provide permission for use of the software and /or associated documentation. The license shall include any restrictions or terms of use as applies to the software provided and may be comprised of multiple licenses where software is made up of more than one software elements.

Until such time as full payment is provided the software shall remain the property of ActsIntuitively.

ActsIntuitively reserves the right to retain ownership of elements of intellectual property used in software such as predeveloped software, packages, plugins and/or files that are sold separately and in the case of termination with part payment licenses shall be negotiated with the Customer individually. Provision of software for the purposes of testing, demonstration or to show progress does not constitute licensing or ownership of software and the Customer shall comply with ActsIntuitively's requests to remove selected or all software installations and copies that are not licensed by ActsIntuitively.

### **Digital Products (Overriding)**

Digital products including software, images, eBooks and products of this nature do not have a Cooling Off Period and a purchase is deemed a firm sale (i.e. non-returnable). Digital products have a limited license where the product is only licensed for the sole use of the Customer (individual or organisational) and as a result are not permitted to be sold by a Customer or provided/supplied to another commercial entity with Psychology / Counselling eBooks explicitly restricted from use to achieve or facilitating commercial gain. The Customer undertakes not to copy, distribute, share or otherwise broadcast any digital products purchased from ActsIntuitively or part thereof.

### **Requesting Download Links For Digital Content (Overriding)**

For eBooks and software that you have purchased, after the initial 7 day download period, you can make one (1) additional request at no charge to make the download links available provided that you send us a copy of your receipt from the email address you supplied to us for the purchase. By providing the receipt from the e-mail address this will allow us to verify your identity.

**Note: Standard Terms and Conditions, Item 7 does not apply.**

## **8. Price And Payment - ActsIntuitively Digital Shop (Overriding)**

This online or web based shop/store is located at "digital.actsintuitively.com.au" and make available Goods of a digital or software based nature which do not require shipping.

All orders for Goods placed with ActsIntuitively requires payment in full as per the Terms and Conditions relating to the supply of the Goods. The requirement for partial, incremental or full repayment are not available for purchases made through the ActsIntuitively Digital Shop. Payment can be made by nominated online payment providers or approved credit / debit cards within the bounds of Australian Law however restrictions on available payment methods will apply to online sale of Goods. ActsIntuitively will issue a record of payment in electronic form to the customer and an administration charge will apply for any further requests for copies. ActsIntuitively reserves the right to modify, update or run sales/promotions/discount offerings on any Goods at any time and without notice. ActsIntuitively reserves the right to change the price or Terms and Conditions of any Goods at any time. The price committed to at the time of an order or Agreement for any Goods shall not be changed and no refund shall be provided for any difference in price should the price decrease afterwards.

Payments may be processed through third party providers for online payments. The third-party providers are required to complete transactions within a secure environment that is compliant with ActsIntuitively's security standards.

If ActsIntuitively is unable to process an order using the Customer's nominated payment method due to insufficient funds or other errors, then the order will be cancelled.

### **Online Or Web Based Immediate Payment (Overriding)**

ActsIntuitively's online payments that are related to the ActsIntuitively Digital Shop, are processed through a payment gateway provider, namely Paypal. Paypal handles the bank transfer or credit card payments through their infrastructure to allow them to provide the highest level of security. Paypal applies fees and surcharges to payments, however, ActsIntuitively absorbs these when payments are made through the online gateway. ActsIntuitively utilises SSL encryption on ActsIntuitively websites and web applications as standard which provides some level of protection for any activities conducted on the website prior to being redirected.

### **Manual Order And Payment (Overriding)**

All prices on the ActsIntuitively Digital Shop website are for orders placed via our website only. Orders placed by other means will be charged the full RRP price of each title as quoted on the website plus a \$10 non-refundable administration fee as the order will need to be hand processed by ActsIntuitively staff. ActsIntuitively reserves the right to choose to waive the administration fee on a one of basis for a Customer and exercising this right does not impose any requirement on ActsIntuitively to waive this fee in the future for the same Customer or any other Customer.

### **Price Adjustment (Overriding)**

ActsIntuitively reserves the right to increase Fees and Charges on any selected Good, provided there is not a current Order that states otherwise. Advice and notification will be provided to Customers, who we have contact information for, that are affected by changes in Fees (including credit card surcharges) no less than 30 days prior to any intended change to price unless legally required to do so.



## Refunds (Restatement)

ActsIntuitively is committed to providing Goods and/or Services to clients to the quality, schedule and integrity expected of our company. ActsIntuitively understands that there may come a time where we fail to meet this expectation and ActsIntuitively are happy to work with the Customer to resolve the issue within 10 business days. Where it is not possible to resolve the issue with a Good and/or Service or within the specified timeframe ActsIntuitively may offer the Customer the option to receive a full or partial refund. A full or partial refund shall only be provided if the issue constitutes a major problem as defined by the ACCC or if deemed appropriate by ActsIntuitively. Please be aware that ActsIntuitively do not offer refunds for donations as it is money provided without condition and they can be placed without identifying information.

ActsIntuitively takes the refund process seriously and any client requesting a refund should submit their request via e-mail to [refund@actsintuitively.com.au](mailto:refund@actsintuitively.com.au). The e-mail should include the invoice number, the service provided, the reason for the requested refund and appropriate contact details. ActsIntuitively shall contact the Customer regarding the requested refund and if there it is agreed to process the refund, this will be carried out within 10 business days. The Customer will be provided with a receipt for the refund via e-mail once the refund transaction has been processed.

Should you wish to inform yourself of your rights with regards to refunds for Goods and/or Services, you may visit the ACCC website via this link:

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund>

## 9. Fees And Penalties (Partial Restatement)

Fees for Goods and/or Services vary however they are subject to the general Terms and Conditions as outlined below.

### Taxes

Subject to the foregoing, each party must comply with its respective obligations under any applicable law in relation to Tax.

If you are an international Customer, then you must inform us of this, your country (for tax purposes) and if you are aware of any tax implications for a transaction.

**Note: Standard Terms and Conditions, Items 10, 11 and 12 do not apply.**

## 13. Privacy

Your information must be handled in accordance with the Privacy Act 1988, this is detailed on our Privacy statement page via this [link](#) (within this document).

## 14. Confidentiality And Confidential Information (Restatement)

### Acknowledgement

Each party acknowledges that in the course of their association with each other they will have access to Confidential Information. Confidentiality is a means of providing the Customer with safety and privacy and in some cases protects the Customer's autonomy. Any Agreement will include the level and limits of the confidentiality offered. This Agreement can be reviewed and changed by negotiation between ActsIntuitively and the Customer. Terms and Conditions associated with confidentiality with regards to Agreements shall continue after the Customer's death unless there are overriding legal or ethical considerations. In cases where the Customer's safety is in jeopardy any confidentially agreements that may interfere with this safety are to be considered void (see "[Exceptional Circumstances](#)"). Confidentiality extends to Customer's records which ActsIntuitively will keep securely, whether they are maintained as hard copy or by digital processes. ActsIntuitively will take reasonable steps to inform the Customer of any limitations of confidentiality that arise.

### Exceptional Circumstances

Exceptional circumstances may arise which gives ActsIntuitively good grounds for believing that serious harm may occur to the Customer or to other people. In such circumstance the Customer's consent to change in the Agreement about confidentiality should be sought whenever possible unless there are also good grounds for believing the Customer is no longer willing or able to take responsibility for their actions. Normally, the decision to break confidentiality would be discussed with the Customer, unless circumstances prevent this. Any disclosure of confidential information should be restricted to relevant information, conveyed only to appropriate people and for appropriate reasons likely to alleviate the exceptional circumstances. The ethical considerations would include achieving a balance between acting in the best interests of the Customer and the ActsIntuitively's responsibilities under the law and to the wider community. ActsIntuitively will take reasonable steps to ensure the Customer is aware, understands and agrees to the conditions in which confidentiality will be broken.

### Obligation

Each party will, and will procure that their respective employees and contractors; treat all Confidential Information as confidential, not use such Confidential Information except as:

- (a) permitted hereunder, and not make public or disclose to any other person that Confidential Information without the prior written consent of the disclosing party;
- (b) prevent third parties from gaining access to Confidential Information who are not expressly authorised to do so; and
- (c) is required by law to be disclosed by ActsIntuitively in response to a valid order of a court of competent jurisdiction or authorised government agency, provided that the receiving party cooperates with the disclosing party's efforts to seek a protective order or other appropriate remedy; or
- (d) is disclosed by receiving party with the disclosing party's prior written approval.

## Exceptions

This Agreement imposes no obligation on ActsIntuitively with respect to Confidential Information which:

- (a) was in ActsIntuitively's possession before receipt from the disclosing party; is or becomes a matter of public knowledge through no fault of ActsIntuitively;
- (b) is rightfully received by ActsIntuitively from a third party without a duty of confidentiality; is independently developed by ActsIntuitively;
- (c) immediately return all of the disclosing party's Confidential Information (including all copies) upon written request of the disclosing party, excepting when the law states otherwise.

## Survival

Each party's obligations under the "[14. Confidentiality And Confidential Information](#)" section shall survive the termination of any Agreement regardless of the reason.

## 15. Intellectual Property (Restatement)

All intellectual property rights in Goods, products, software, documents and materials generated by ActsIntuitively in connection with the engagement of ActsIntuitively shall be owned by ActsIntuitively. If any Good or Product includes software or other intellectual property, such software or other intellectual property provided by ActsIntuitively to the Customer is subject to the copyright and user license, if any, for such Products, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. The Customer acknowledges and understands that any Products ordered or to supplied to the Customer, by ActsIntuitively from a third-party provider constitutes that ActsIntuitively is not liable to Customer or any third party for any copyright, design or patent issue, right or claim that may arise in relation to any Good or Product.

## 16. Copyright (Restatement)

Our disclosure, Terms and Conditions relating to copyright can be found on our Copyright page via this [link](#).

## 17. Exclusion Of Competitors (Restatement)

If you are in the business of creating similar documents, Goods and/or Services for the purpose of providing them for a Fee or in exchange for any other form of commercial exchange to users, whether they be business users or domestic users, then you are a competitor of ActsIntuitively. ActsIntuitively expressly excludes and does not permit you to use or access our websites or web applications (directly or indirectly), to download or duplicate any documents or information from its website or obtain any such documents or information through a third party. If you breach this term, then ActsIntuitively will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. ActsIntuitively reserves the right to exclude and deny any person access to our websites/web applications, services or information at our sole discretion.

## **18. Disclaimer Of Warranties - ActsIntuitively Digital Shop (Overriding)**

The Goods, Services or Deliverables are provided "as is" and with all faults. In particular, ActsIntuitively does not represent or warrant that the Goods, Services or Deliverables will meet the Customer's requirements or will be uninterrupted, timely, secure or error-free. To the maximum extent permitted by law, ActsIntuitively disclaims any and all warranties or conditions of any kind, whether express, implied or statutory, including, but not limited to, warranties or conditions of merchantability and fitness for a particular purpose. If and to the extent any warranties or conditions cannot be excluded, restricted or modified, ActsIntuitively's sole and exclusive liability and the Customer's sole and exclusive remedy in respect of any claim under such warranty or condition shall be, at the option of ActsIntuitively, supplying the services again or refunding to the customer all amounts paid by the Customer for the affected Good, Service or Deliverable.

In addition, the information contained on the ActsIntuitively Digital Shop website may contain technical inaccuracies or typographical errors. All liability of ActsIntuitively howsoever arising for inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

## **19. Limitation Of Liability (Restatement)**

Nothing in these Terms and Conditions shall exclude or limit the liability of ActsIntuitively for death or personal injury. However, ActsIntuitively shall not be liable for any direct loss or damage suffered by the Customer howsoever caused as a result of negligence, breach of contract or otherwise in excess of the price of the Goods and/or Services.

ActsIntuitively shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

ActsIntuitively does not accept any liability for any injury, loss or damage incurred by use of or reliance on the information.

## **20. Consequential Loss (Restatement)**

To the maximum extent permitted by law, under no circumstances will ActsIntuitively be liable to the Customer on account of any claim (whether based in contract, negligence or other tort, breach of any statutory duty or otherwise) for any special, consequential, indirect, incidental or exemplary damages, or for any loss of profits, revenue, interest, goodwill, loss or corruption of data or for any loss of or interruption to the Customer or the Customer's business, or for any damages or sums paid by the Customer to third parties, even if ActsIntuitively has been advised of the possibility of such damages. In the event of any breach by ActsIntuitively of this agreement that results in direct damages ActsIntuitively's liability for such damages shall not exceed the total amount paid by the Customer to ActsIntuitively hereunder.

## 21. Force Majeure (Restatement)

ActsIntuitively shall have no liability to the Customer if we are prevented from or delayed in performing our obligations under any Agreement or from carrying on our business by acts, events, omissions or accidents beyond ActsIntuitively's reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of or the workforce of a supplier or any third party), failure of a utility service or transport network, act of God, inclement weather war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## 22. Waiver (Restatement)

Failure of either party to insist upon strict performance of any provision of Terms and Conditions, any Agreement or the failure of either party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under Terms and Conditions or any Agreement. No waiver of any of the provisions of Terms and Conditions or any Agreement shall be effective unless it is expressly stated to be such and signed by both parties.

## 23. Governing Law (Restatement)

ActsIntuitively provides Goods, Services and hosts/operates its websites, content and web applications from within Australia, specifically Western Australia. The laws of Western Australia govern these Terms and Conditions, and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia. You agree to be responsible for compliance with applicable local laws if you purchase or access our goods, services, websites, content or web applications outside of Australia.

**Note: Standard Terms and Conditions, Items 24 and 25 do not apply.**

## Contact Us

We encourage you to contact us at [info@actsintuitively.com.au](mailto:info@actsintuitively.com.au) if you have any questions concerning our Terms and Conditions. Please note, you should not include credit card information or other sensitive personal information in your email correspondence with us.

## **4.0 PRIVACY STATEMENT**

ActsIntuitively is committed to protecting the privacy of people who interact with our website. We understand that users of our website are concerned about the privacy and security of your personal information that you provide. Personal information must be handled in accordance with the Privacy Act 1988 that is comprised of thirteen (13) Privacy Principles.

### **Collection**

We will only collect information that is necessary for ActsIntuitively purposes. You will be told what we intend to do with information about you and where practicable, we will collect personal information directly from you.

### **Use and Disclosure**

We will only use your personal and other identifying information for ActsIntuitively purposes, or in situations where you have given consent. Be advised that where we are required by law to disclose your information that we will do so.

### **Data Quality**

We will take reasonable steps to ensure that information about you is accurate, complete and up-to-date.

### **Data Security**

We will take reasonable steps to keep information about you secure.

### **Access and Correction**

Wherever possible we will let you see the information we hold about you and correct it if it is wrong. Reasonable steps are taken to ensure servers are secure and to prevent unauthorized access to our equipment or data. If you would like to access or amend your personal information held in documents by ActsIntuitively please contact us to complete a privacy application.

## **Cookies and Tracking**

ActsIntuitively may monitor its websites so we can make them useful and relevant. Internet cookies are small strings of text placed on users' hard drives during data exchange that happens when a browser visits a website. Cookies allow a website to store information on your machine and retrieve it later.

There may be cookies and tracking in some of the sites and systems for the purposes of:

- creating anonymous usage statistics and analytics for the site or system;
- managing transactions across multiple pages;
- authenticating you to systems and keeping you logged in; and
- remembering your preferences for a system, such as text size.

Some web pages may also contain embedded content from other provider's sites, such as videos, audio, slideshows, maps, forms, surveys and social media. This content may contain cookies from the originating site. Please refer to the original site for their privacy policies. If you wish, you can set your browser to refuse or delete these cookies. Check your browser's help information to find out how.

## **Analytics**

ActsIntuitively uses analytics (i.e. Google Analytics) to gather statistics about how our websites are accessed. Analytics uses cookies to gather information for the purpose of statistical reporting. The information generated by the cookie about your use of the website will be transmitted to and stored by the analytics provider. Be advised that our analytics provider may store this aforementioned information on servers that may be located outside of Australia. We strive to ensure that recorded or provided analytical data does not contain any personally identifiable information to the analytical provider.

## **Email and Online Form Submission**

Information collected via generic e-mail and online submissions shall only be used by nominated staff to review your correspondence and answer as appropriate. Any personal information will not be disclosed to any other person unless they are required to be engaged to provide further correspondence. We will endeavour to ensure that only the relevant personal information shall be divulged to other people when seeking further correspondence. Your email address will only be used to respond to specific queries or to facilitate a service offered. Your email address will not be added to any mailing list without your consent.

## **Third Party Agents**

We may contract third party agents to assist us in providing some information or services. In order for some third party agents to act out their contracts and provide selected services personal information may be disclosed. ActsIntuitively must and does take all reasonable steps to bind contracted service providers to the privacy principles.

## **Published Photographs / Images**

While attending an ActsIntuitively office or funded business there may be occasions where photographs are taken that may be published. If you have any objection to the use of your photograph, please make this known to the photographer at the time. If your photograph or image has already been published then please contact us directly to resolve your complaint.

## **Links to Other Sites**

The ActsIntuitively website provides links to other websites outside of the main web domain. The ActsIntuitively gateway website cannot and shall not be responsible for the privacy practices or the content of such websites.

## **Marketing**

Part of our business models relies on conservative marketing strategies which shall rely on the ability to market offerings to people who subscribe. In many cases of marketing offerings you will be given the ability to opt in or out from marketing opportunities. For further information or enquiries please send an e-mail to: [external@actsintuitively.com.au](mailto:external@actsintuitively.com.au)



## 5.0 COPYRIGHT STATEMENT

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