

WEBSITE TERMS OF USE

Welcome to our website. This website with URL address is owned and operated by Judy Newbery, ABN 88549591128.

The terms 'me' or 'I' refers to Judy Newbery, the owner of the website, whose registered office is in Australia. The term 'you' or 'your' refers to the website user.

In my business, I provide you with the following services and products:

- Books
- Photography
- Blogs
- Reflexology facial charts

This document ,along with my Privacy Policy sets out the Terms and Conditions you need to be aware of when using this website or purchasing from me. Please take a moment to read it, as it sets out the terms of our relationship so that we may benefit from clear boundaries and knowing what to expect from each other.

All products and services advertised on this website are offered in compliance with Australian Consumer Law

Your use of this website is subject to the following terms and conditions:

When you visit this website and use my services or purchase my products, you agree that you have read these Terms and all related documents and that you are willing to be bound by them. The content of this website is for your general information and use only. It is subject to change without prior notice.

Variation: I may update terms and conditions from time to time, and the new provisions will apply from the date they are updated.

These Terms & Conditions may be changed or modified from time to time. Please check back regularly to ensure you are aware of any changes.

Disclaimer (General)

Whilst every care is taken, Judy Newbery does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

The information available through this website site is provided for general interest and education purposes only.

You acknowledge and agree that no information or advice provided by me, including that contained on this website, in any way constitutes advice of any other regulated industry or creates a warranty of any kind with respect to this website.

I conduct extensive research in order to provide content that I believe to be valuable and true but I have no responsibility for the use that you make of that information.

Please be aware that the generalised information I provide is not a substitute for specialist advice tailored to your individual circumstances.

There is no professional relationship formed by your visit to my website unless you explicitly choose to work with me by purchasing my services or products.

Any testimonials or results I may display on this website are based on my experience and those of my previous clients. They are not guarantees that anyone else will achieve the same results.

While I take all reasonable care to ensure that the content I create is accurate, relevant and up to date, I make no guarantees and disclaim any legal liability for inaccuracy, incompleteness or error. If you find something that seems problematic, it would be very helpful if you let me know!

I may modify my content at any time, including altering or deleting it without notice.

This disclaimer applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of this website or the services found on this website.

Visitor Responsibilities

You are responsible for your own safety and wellbeing while browsing the internet. Do not act on anything you read without first conducting your own research, consulting appropriately qualified professionals, and making informed choices about what is right for you, based on your personal circumstances.

Disclaimer: Please note that all information in my book, newsletters, blogs and reflexology charts are the opinion of the author and obtained through her research and knowledge and where applicable, mentioned references. It is not meant to replace medical advice and a medical opinion should always be obtained for any health condition.

The author disclaims all responsibility for any liability, loss or risk incurred from following the contents of this publication.

You take full responsibility for your implementation of any suggestions that I may make in the resources available on my website. You understand that my resources are limited to providing you with options for your consideration, and that you are solely responsible for any actions that you choose to take. Always consult your own values and vision, do your own research, and check with appropriately qualified professionals before making major decisions or making significant changes.

Downloads: This site may offer paid and free downloads. While [I/we] take cybersecurity seriously and make every reasonable effort to ensure these downloads are safe and hassle free, [I am/we are] not responsible for any viruses or other damage which might occur as a result of you downloading material from this site. Please make safety your priority and

ensure you have adequate protection against viruses and other malicious attacks that may occur without my knowledge or consent.

Copyright, trademarks and other intellectual property

Judy Newbery owns the intellectual property rights in all of the content of this website or has permission to use or display the material on this website. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us.

Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright. You must seek permission from the third party before using any of their content. The names of actual companies and products mentioned on this website may be the trademarks of their respective owners.

The content of this website and all of my resources are protected by copyright laws and treaties around the world, with all rights reserved.

You may store, print and reproduce the publicly available content that I supply solely for your own personal use, and only if I am clearly acknowledged as the source.

If you are participating in my programs or downloading a paid resource, the content may be printed or downloaded to a local hard disk strictly for your personal and non-commercial use. Program & resource content contains my trade secrets that are offered exclusively to purchasers. It is an essential condition of purchase that you agree that you will not provide extracts of any of my content to anyone else under without explicit written consent].

When you purchase my photographs, you are granted a restricted license to display them solely for your personal use. You may not copy, print or alter them in any way without my explicit written permission.

Commercial exploitation of my content in any way that competes with my business is strictly prohibited.

You may link to content on my website or social media profiles, provided you do so in a way that is fair and legal and does not damage my reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on my part where none exists.

No unlawful or prohibited use

You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other person's use and enjoyment of this website.

You expressly agree not to:

- Engage in any internal or external spamming, or other similar actions

- Engage in any unlawful or immoral acts, or acts that are in violation of these terms and conditions
- Decompile, reverse engineer, or try to copy or imitate this website or underlying content
- Use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus or other malicious computer software.
- Use data collected from the website for any direct marketing activity (including without limitation, email marketing, social media marketing, online marketing, SMS marketing, telemarketing, and direct mailing)
- Use data collected from the website to contact individuals, companies or other persons or entities for marketing purposes.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading.

It really should go without saying, but as a user of my website, you agree not to behave maliciously, spam any other user, post defamatory content about anyone, infect any aspect of my website with malware, hack into any part of my website where you don't have my permission to be, or use my website for any purpose other than consuming my content, engaging in my programs, and purchasing my products or services. You also agree not to use my website or content in any way that is unlawful or harmful to any other person or business. If you do, I have the right to refuse you service and ban you from accessing my website or social media.

Payment & Refund terms

All prices on my website are in Australian dollars and are not subject to GST.

I do not offer a refund if you change your mind, so you are encouraged to consider carefully whether a purchase is right for you before you make your payment.

Payment plans are offered for your convenience only, so you can spread your payment out over time. You are still committed to paying the whole amount, even if you change your mind about your purchase, as you have had access to my intellectual property and I have completed the work for you. It is your responsibility to ensure you have sufficient funds to make payment instalments on time.

Shipping/postage – postage is added at checkout; parcels are generally sent within 7 days of receiving your order; author copies are subject to availability and print runs and may take longer; all parcels are sent by registered post and a tracking number will be provided to you. Please contact Australia Post if your parcel doesn't arrive as expected. Digital downloads are available immediately. Please email me at judynewbery@gmail.com if you experience any difficulty.

Copyright infringement

If you believe that there is material on our website that infringes third party intellectual property rights, please email judynewbery@gmail.com with sufficient information to enable us to determine who the owner of the intellectual property is and to remove it from the Judy Newbery website if appropriate.

Cookies

- This website uses cookies to monitor browsing preferences.
- By using our website or by agreeing to these Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

Third-party links

- This website may also, on occasion, include links to other websites which are not controlled by us.
- These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk.
- Third-party links on our website do not signify that we recommend or endorse the websites.
- We have no control over the nature, content and availability of those websites.

Website security

Judy Newbery makes every effort to maintain the security of the Judy Newbery website, including but not limited to encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information, the integrity of the website and conduct our business. However, we do not guarantee the security of the website, our records, or your content.

Judy Newbery disclaims all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are advised to install and maintain up-to-date security software on your computer for your further protection.

The Judy Newbery website is managed by third-party services; therefore, the website may be inaccessible from time to time.

1. Limitation of Liability

I do not make any guarantees or warranties about the accuracy of any material displayed on this website, or the products, services, or programs offered through it, except for any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law. I am human and errors creep in despite the best of intentions. If you see something that doesn't seem right, please let me know.

While I make all reasonable efforts to ensure that this website and my services and products meet with the highest standards of best practice, if something does go wrong that is not a direct result of my negligence, misrepresentation or deliberate fault, you agree that, to the fullest extent permitted by law, I will not be liable for any loss or damage arising out of or related to my website, any products or services purchased through it, or any material posted on it, irrespective of whether such damages were foreseeable, and regardless of the nature of the claim.

You expressly agree that if this indemnity is unenforceable for any reason, my total cumulative liability for all causes of action of any kind shall not exceed the amount that you have paid to me.

This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

Indemnity

You agree to indemnify and defend Judy Newbery from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- your unauthorised use of this website or products or services included or advertised on this website
- your breach of these Terms of Use.

Applicable law

- This agreement is governed by the laws of the State of Victoria and you consent to the exclusive jurisdiction and venue of courts within the State of Victoria, in all disputes arising out of or relating to the use of this website.
- You may provide notice to us through the contact us page or otherwise by email addressed judynewbery@gmail.com
- Judy Newbery may provide notice to you via email or other electronic means.
- Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation, this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Judy Newbery as a result of this agreement or use of this website.

Validity

- If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.
- These terms and conditions, together with our Privacy Policy, form the entire agreement between you and Judy Newbery.

Dispute Resolution Policy

If a dispute arises, everyone involved agrees that they will not engage in any public discussion about the issues, will behave politely towards each other, and will avoid any conduct or communication which might reasonably be expected to interfere with each other's business or personal interests.

Negotiation: If you have any concerns, issues, or complaints arising out of your use of this website, my products or services, or these terms and conditions, you agree to communicate with me with the intention of making a genuine effort to seek a win/win solution and trying to resolve the dispute in good faith through negotiation and discussion. Please email me at judynewbery@gmail.com and expect a response within 3 business days.

Mediation: If the dispute cannot be resolved by negotiation and discussion within 14 days, you agree to proceed to mediation with the assistance of an independent accredited mediator, seeking mediation online or by telephone if anyone would need to travel for more than an hour to attend the mediation.

The mediator is to be appointed by agreement, or failing agreement within 14 days of the negotiation period ending, I will provide you with contact details for at least 2 appropriately qualified, neutral mediators (having first confirmed their availability), and you must select one of them within 48 hours of receiving the nominations. All costs of mediation must be shared equally.

Legal action must not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

Feedback, comments or complaints

- If you have any questions, please email judynewbery@gmail.com. We endeavour to respond to all inquiries within three business days.