

WEBSITE TERMS OF USE

Welcome to our website. The website located at <https://jkmp.com.au> is owned and operated by **JAN MARIE KENNEDY (ABN 60 940 397 129)** trading as **JAN KENNEDY MASSAGE & PILATES (Jan Kennedy Massage & Pilates, we, our, us) (the Website)**. These are the terms and conditions for the use of the Website and they incorporate the Privacy Policy published on the Website.

Please refer to separate terms of service which govern the supply of our services.

By using the Website, you agree to be bound by the following terms and conditions.

1. USE OF THE WEBSITE

- 1.1. The Website allows you to browse and purchase the services as described on the Website. If you do not agree with these terms and conditions, you must cease using the Website immediately.
- 1.2. The content on the Website is general information only. It does not take into account your specific needs, objectives or circumstances and it is not advice.
- 1.3. You must not use the Website for any illegal and/or unauthorised purpose. You must not post any defamatory, obscene or intimate materials or harass or cause distress to any person or disrupt the Website in any way. You must not change, add, remove, deface, hack or interfere with the Website or any content displayed on the Website. If you engage in any illegal or unauthorised use of the Website, we will immediately terminate your use of the Website.

2. INTELLECTUAL PROPERTY

- 2.1. All Intellectual Property Rights in the Website and Materials are owned or licensed by Jan Kennedy Massage & Pilates and reserved by us.
- 2.2. We grant you a worldwide, non-exclusive, fee-free revocable licence to copy and store the Website and its content in your device's cache memory and to print pages from the Website for your personal and non-commercial use. Otherwise, you are prohibited from any reproduction of the Website or Materials other than in accordance with these terms and conditions.
- 2.3. Jan Kennedy Massage & Pilates does not grant you any other rights in the Website and Materials and nothing you do on in relation to the Website and Materials will transfer any Intellectual Property Rights to you.

3. USER CONTENT

You may be permitted to post, upload, publish, submit or transmit User Content on the Website. Making available User Content on or through the Website will be deemed non-confidential and non-proprietary, unless you tell us otherwise. You agree that the User Content can be used for any purpose without compensation to you.

4. PRIVACY

Jan Kennedy Massage & Pilates takes your privacy seriously. Please read our Privacy Policy published on the Website. It explains how we collect, store, use and disclose your personal information.

5. THIRD PARTY LINKS

Jan Kennedy Massage & Pilates may include Third Party Links to enhance the functionality of the Website or to provide further information. We have no control over the content and availability of those Third Party Links. We do not make any warranties in relation to them. You acknowledge that you use those Third Party Links at your own risk. You must read and agree to the terms and conditions governing the use of those Third Party Links.

6. USE OF COOKIES

Jan Kennedy Massage & Pilates uses cookies to monitor browsing preferences and to help us improve, promote and protect the Website. By continuing to use the Website, you agree to our cookie policy. You can find out more information about our cookie policy in our Privacy Policy published on the Website.

7. SECURITY

The Website is security assured by VenraIP. We use our best endeavours to ensure the Website is free of any malware, viruses or other harmful code or communications which may be transmitted to or through the Website, including Third Party Links.

8. DISCLAIMER AND INDEMNITY

- 8.1. Nothing in these terms and conditions limits or excludes any guarantees or warranties made under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- 8.2. To the maximum extent permitted by law, Jan Kennedy Massage & Pilates excludes all guarantees, warranties, representations or conditions, including, without limitation, that:
 - 8.2.1. the Website and Materials are complete, accurate or suitable for any particular purpose;
 - 8.2.2. that access to the Website will be uninterrupted, error-free or free from malware and viruses or any other harmful code of communications;
 - 8.2.3. that the Website will be secure at all times;
 - 8.2.4. that there will not be any unauthorised access to personal information collected by us.
- 8.3. You acknowledge and agree that you use and act on the Website and Materials at your own risk.
- 8.4. To the maximum extent permitted by law, Jan Kennedy Massage & Pilates will not be liable for any Loss or Damage howsoever arising from or in connection with your use of the Website and Materials.
- 8.5. You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the Website and Materials.

9. CHANGES TO TERMS OF USE

Jan Kennedy Massage & Pilates reserves the right to change these terms and conditions at any time and any changes will take effect immediately on being published on the Website. Please check these terms and conditions regularly to ensure you are aware of any changes. Your continued use of the Website confirms your acceptance of the revised terms.

10. SEVERANCE

If any part of these terms and conditions is found to be unlawful, void, invalid or unenforceable by a Court of competent jurisdiction, that part will be severed and the remaining terms and conditions remain in force.

11. TERMINATION

We may terminate your use of the Website at any time without notice, in which case all disclaimers and limitations of liability will survive termination.

12. GOVERNING LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws in force in New South Wales and the Commonwealth and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales.

13. DEFINITIONS

- 13.1. **Intellectual Property Rights** means any patent, copyright, trademark, tradename, design, trade secret, know-how or other form of confidential information or any right to registration of such rights and any other form of intellectual property right whether arising before or after these terms and conditions.
- 13.2. **Loss or Damage** means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings or income, loss of personal information or data, personal injury, trespass, property damage and costs and expenses.
- 13.3. **Materials** includes, but is not limited to, all content, information, design, layout, appearance, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the Website.
- 13.4. **Jan Kennedy Massage & Pilates, we, our and us** includes any employee, servant, contractor, subcontractor, agent or officer of Jan Kennedy Massage & Pilates.
- 13.5. **Third Party Links** mean other websites, applications and/or software owned or operated by another person or body.
- 13.6. **User Content** means any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information.