



TERMS & CONDITIONS

JP NAKED NUTRITIONIST

Effective Date: 1st January 2022

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These Terms, together with our Privacy Policy, apply to all Sitevisitors, subscribers, customers, and other users of the Site and services (“user”, “you” and “your”).

CONSENT TO SITE TERMS

By accessing and using our Site, our services, our social media channels and any other materials made available to you or provided to you on our Site or via Jabeen Pastore (whether available for purchase or not), you are taken to accept our Terms.

CHANGES TO THESE TERMS

We reserve the right to change or modify these Terms at any time, consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on our Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of our Site, products, services and content. If at any time you choose not to accept these Terms, you should not use our Site or Services.

Your continued use of our Site and services is deemed acceptance of any modifications or amendment of these Terms. If you are uncertain about the Terms or anything else on our Site or services, please don’t hesitate to contact us before proceeding with any purchase or booking.

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PRIVACY

These Terms also include our Privacy Policy which sets out how we use your personal information, which can be accessed [on our website](#). By using our Site, you consent to the usage of your information as described in the Privacy Policy and warrant that all data provided by you is accurate.

DIGITAL PRODUCTS- SERVICES

Where you download or purchase our Products/ Services (plans, programs), you are granted a non-exclusive, non-transferable, limited access and use the Products for your own personal use. You may not assign or transfer the Products to any other person without our express written consent. We reserve the right to refuse to provide the products to you at any time for any reason.

Except as otherwise expressly stated, you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, sell, create derivative works of, enhance or in any way exploit any of the Products in any manner whatsoever except as authorized by us.

REFUNDS FOR DIGITAL PRODUCTS

Due to the nature of our products and services, any services received and processed have a strict no refund policy.

PRICES AND PAYMENT

All prices are in Australian Dollars (AUD) and are inclusive of any Australian Goods and Services Tax (GST) (as applicable). The prices indicated on the Site may change at any time without advance notice to you. Purchases will be charged at the price in force at the time your order is validated.

We reserve the right at any time to modify or discontinue the product or service without notice at any time. We shall not be liable to you, or to a third party, for any modification, price change, suspension or discontinuance of the product or service.

We offer the option to pay for our products and/or services by PayPal, Bank Transfer or such other method of payment as indicated on our Site. You acknowledge and agree to make timely and full payments to us for the products and/or services purchased. Where you fail to make payment or payment is declined for any reason, we may revoke your access to our products or services.



REFUNDS FOR SERVICES

You acknowledge that you do not obtain the right to a refund where you have changed your mind, or you insist on our services being performed in a way that is against our advice.

Where you have paid a deposit for our services, you acknowledge that this payment is non-refundable and non-transferable regardless of whether the services go ahead.

Refunds in lieu of money (such as credit for other services) may be offered to you at our sole discretion.

INFORMATION AND ADVICE

Our Site contains content, including digital products, blog articles, and other information, that is of a general informational nature only. This information is not intended to constitute or replace professional advice for individual or specific situations. We do not purport to be legal or medical practitioners, financial advisors or any other type of licensed professional and cannot be held liable for any reliance on the information we provide, either on our Site or through our products and/or services.

Where our products, services, programs or courses incorporate [activities/treatments/procedures] that may affect your health, you warrant that you are fit to participate and have sought the advice of a medical practitioner accordingly, particularly if you have pre-existing health conditions.

We do not accept responsibility for determining whether our products and/or services are appropriate for you.

TESTIMONIALS

On our Site, we present real-life examples of and insights into other customers' and/or clients' experiences with our products and/or services for illustration purposes only. Any results presented demonstrate to users what can be possible, but are not intended to represent or guarantee that any current or future users of our programs, courses, products and/or services will achieve the same or similar results.

Where you have provided testimonials (in any format), you acknowledge that we may use these along with reference to you on our Site and social media channels, or any other avenue, for promotional and other purposes at our discretion.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, in no event are we, any of our subsidiaries, or any of their shareholders, directors, officers, employees or licensors responsible for any losses and expenses, however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and/or our products or services, your inability to access our Site, interruption or outage of our Site or the fact that content on our Site or in our services is inaccurate, incomplete or out of date. Our liability for any breach of a condition or



warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

OUR RIGHT TO BE INDEMNIFIED BY YOU

To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of our Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. The remaining provisions of these Terms will remain in full force and effect.

ASSIGNMENT

We are permitted to assign, transfer and subcontract our rights and/or obligations under these Terms without any notification or consent to you. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms (together with our Privacy Policy and disclaimers) constitute the entire understanding and agreement between us and you in relation to your use of our Site and Services and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, with respect to our Site and your use of our Site.

GOVERNING LAW AND JURISDICTION

All Terms shall be construed in accordance with and governed in all respects by the laws of Victoria Australia. In relation to any dispute, we ask that you contact us in the first instance so that both parties can, acting in good faith, resolve the dispute to our mutual satisfaction as quickly and cost effectively as possible.