

## **WEBSITE TERMS AND CONDITIONS**

Welcome to Akeso Performance Pty Ltd [ABN 85652055439] and [www.akesoperformance.com.au](http://www.akesoperformance.com.au), our website. We hope you enjoy browsing around. By visiting our website and using the services our website provides, you are agreeing to these terms and conditions and any other policies we publish or link to on our website; these form an "Agreement". If you don't agree, you must surf elsewhere; we may terminate your use of our website immediately if you breach our Agreement. We may also change, suspend or stop providing our website at any time.

**You must be 18 years or older to use our website.**

**The information on our website is for information purposes only. It must not be used to diagnose, prevent, treat or cure any sickness, disease, health or medical condition and is not meant to substitute professional medical advice or treatment.**

### **YOUR OBLIGATIONS WHEN USING OUR WEBSITE**

#### **To provide correct information and comply with the law**

When providing us with information such as when filling out any of our opt-in or other forms you must give current and accurate information. You must also comply with the laws of NSW and Australia when you use our website, including but not limited to, all our intellectual property and cybercrime laws. Where you access our website from outside of Australia, you must also comply with all the relevant local laws.

#### **To only make personal and non-commercial use of our content**

You agree that the copyright in all Content on our website, is owned or licensed by us. You must only use the website and its Content for your personal and non-commercial use. Any other use is prohibited unless permitted by law, or with our prior written permission which you must seek by emailing [info@akesoperformance.com.au](mailto:info@akesoperformance.com.au). All trademarks on our website belong to their respective owners.

#### **To use third party software, links etc at your risk**

We provide links on our website to other sites. We provide the links for your assistance only, and we have no control over those other sites and do not endorse them in any way. Any use of those sites is at your sole risk and you must direct any concerns regarding their products or services to them. We also provide access to third party apps and software to enhance the functionality of our website. We have no control over those third party apps and software, and do not make any warranties in relation to them. You use them at your own risk and you must read and agree to their terms and conditions which govern your use of them.

### **WE MAKE NO WARRANTIES OR GUARANTEES**

We cannot represent, warrant or guarantee that:

- our website will always be available, that your use will not be interrupted, or that our website is free from viruses or secure; or

- our content is accurate, complete and current.

For example, sometimes we will be making changes to our website, or you may come across an old landing page, historical information, incomplete pages or inaccuracies. Whilst we cannot guarantee these matters will be corrected, please email us at [info@akesoperformance.com.au](mailto:info@akesoperformance.com.au) if you find any issues.

#### **LIMITATION OF LIABILITY AND INDEMNITY**

We exclude, to the maximum extent permitted by law, any liability in connection with your use of our website and its content. We are not responsible for any Loss or Damage suffered in connection with your use of our website, its content, any interruptions, changes, suspension or termination of our website or any events beyond our control.

You indemnify us for any Claim arising out of or in connection with any third party links, websites, apps, software, products and services; your breach of this Agreement, your breach of the law including your local laws, or your breach of the rights of a third party.

#### **OTHER**

This Agreement is governed by the laws in NSW, Australia and the parties submit to the jurisdiction of the courts of NSW, Australia. If any part of these terms and conditions is not enforceable, it shall be severed from this Agreement and the remaining provisions will be in full force and effect. The obligations and liabilities in this Agreement survive termination. The failure to exercise our rights, or enforce a provision under this Agreement does not waive the future operation of that right or ability to enforce the provision.

#### **DEFINITIONS**

**Claim** means any claim, under statute, tort, contract or negligence, any demand, award or costs.

**Content** in our website could be any trademarks, brand names, logos, all copy, images, art, graphics, music, audio, videos, designs or any other content.

**Loss or Damage** means any loss or damage including, but not limited to any loss of salary, loss of revenue, loss of goodwill, downtime costs, loss of profit, loss or damage to reputation, loss of data, personal injury, property damage or legal costs.

**We, us, or our** means Akeso Performance Pty Ltd [ABN 85652055439] and includes any of our directors, officers, employees, agents, partners and contractors.

## **ADDITIONAL TERMS OF SERVICE FOR CUSTOMERS**

These Additional Terms of Service for Customers (“Terms”) apply to all customers, or all potential customers of Akeso Performance Pty Ltd [ABN 85652055439] (“we, us, our”). These Terms together with any other terms and conditions and policies including our Privacy Policy we publish or link to on our website and services form an agreement with us (“Agreement”). “You” could be any customer of ours. If you do not agree, you cannot purchase any of our Products online. We may change this Agreement at any time, and by continuing to use or access our website and services, you are accepting those changes.

### **YOU MUST BE 18 YEARS OR OLDER TO PURCHASE PRODUCTS ON OUR SITE.**

**Our Products are low dose CBD products (under 150mg/day) that fall under Schedule 3 of the Therapeutic Goods Administration Act (“TGA Act”). They are approved by the TGA and are included on the Australian Register of Therapeutic Goods. This means you do not have to have a prescription to purchase them. However, you should consult a physician or medical practitioner before taking our Products especially if you have medical issues, allergies, are pregnant or nursing.**

**Our Products are not intended to diagnose, prevent, treat or cure any health or medical condition. You purchase, use and take all Products at your sole risk. If you have any issues or side effects, after taking or using any of our Products, you should promptly contact your health care provider.**

**You must use the Product in accordance with the instructions on the label, unless advised otherwise by a medical practitioner. We are not liable for any result, direct or indirect, of you taking any Product, and you indemnify us from and against all Claims.**

## **BEFORE PURCHASE**

### **Things you must do before purchasing Products on our website**

You must:

- provide complete and accurate information to us, including account information, and promptly inform us of any updates to your information;
- pay for the Product via the published payment methods available;
- have any special offer coupons ready as they must be used at the time of purchase to apply - they cannot be applied retrospectively;
- be careful with your order because after placing an order we may not be able to cancel it as it will have been processed and paid for by us.

### **Acknowledgements you make when purchasing on our website**

You acknowledge and agree that there may be:

- occasional errors or omissions in Product descriptions, prices, shipping charges, delivery times, availability and promotions;
- colour differences, so that the colours and images of Products we display may be different on your screen to the colours and images of the actual Products;
- Products we display that are only available through our website; and
- some Products with limited quantities, and some sales that are limited to certain regions or groups of people.

Except as required by law, we cannot guarantee the accuracy of the information, the colours and images or the availability of the Products.

You further acknowledge and agree that our Products can spoil if not refrigerated, or kept frozen soon after delivery. All 3 items are perishable in the sense they have a shelf life. They are oils suspended in oils so shelf life is 12-18 months depending on storage. You agree to accept the risk in the Products from the time of delivery, whether you are there to receive the Products in person or not.

## **AFTER PURCHASE**

### **Things you must do after purchasing on our website**

You must:

- contact Australia Post or the courier company directly if you have late, stolen, or damaged deliveries;
- comply with the manufacturer's or our instructions in relation to the Product;
- contact us by email at [info@akesoperformance.com.au](mailto:info@akesoperformance.com.au) if you have any issues with the Product and require a refund; - please contact us within 48 hours;
- seek our prior written consent before any publication of information about us; and
- in the case of a dispute keep all communications confidential.

### **Things we'd love you to do after purchasing on our website**

We'd love you to provide us with any photos, videos, testimonials, and/or case studies so we can use them for marketing and information purposes, publications, exhibitions and professional awards across all print or digital mediums, including our social media channels.

However, please note that by providing us with photos, videos, testimonials and/or case studies you assign copyright ownership to us. This includes all copyright and any other rights under the *Copyright Act 1968* and the right of reproduction either wholly or in part. If you provide Content but subsequently want to revoke permission to use it, it is your responsibility to notify us immediately at [info@akesoperformance.com.au](mailto:info@akesoperformance.com.au)

## **OTHER MATTERS YOU SHOULD BE AWARE OF**

### **We may change information on our website and store**

Except as required by law, we may at any time, and without prior notice to you:

- change and update information including shipping charges, delivery times, availability and promotions;
- change prices or descriptions of our Products;
- change our range of Products, or discontinue Products and/or
- cancel orders if information is inaccurate.

### **We make deliveries at your option and your cost**

We deliver Products purchased through our website to the areas that are published on our website. We will process your delivery upon receipt of payment, and send and send your Products via Australia Post or a reputable courier company. **Our Products must be collected by persons over 18. Our Products are not for children.** Delivery times will depend on your selected delivery option. Any international customers are responsible for any custom and import duties.

### **We comply with the Australian Consumer Law**

You are entitled to various consumer guarantees, rights, and remedies under the Australian Consumer Law including, but not limited to, consumer guarantees that the Products are of acceptable quality, fit for purpose and match the description we provide on our website. You will have the right to have a Product repaired, replaced or refunded if it doesn't meet a consumer guarantee. You also have the right to the reasonable costs of any return postage.

Except as required by law, we do not warrant the quality of the Products or warrant that they will meet your expectations. We do not provide refunds for changes of mind, where a problem with the Products is due to your misuse, failure to comply with manufacturer's and our instructions, where you fail to take reasonable care, or where you fail to provide us with adequate information.

### **If we need to cancel your order we will provide a refund**

Except as required by law, all sales for our Products are non-transferable and non-refundable. On occasion we may cancel an order for a Product where we are unable to fulfil it. In these or similar circumstances where we have to cancel an order, we will provide you with a full refund. In some instances, where we cannot fulfil part of your order, we will call you and ask if you would like a replacement or substitution product or refund. We have the right to refuse, limit or cancel any order for our Products, including, but not limited to, where an order appears to be by resellers or distributors without permission. We do not provide refunds except as required under the Australian Consumer Law.

### **We can refuse to serve you and sell Products at any time**

We may refuse to provide Products to you, or anyone, for any reason, at any time. In particular, if you breach this Agreement we may immediately terminate your use of our website and services, and ban your purchase of any Products. We can also change, suspend or stop providing Products at any time, for any reason, and without notifying you. We are not responsible to you for any changes, or if we suspend or stop selling our Products, or stop any services.

## **LIABILITY AND INDEMNITY**

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your use of our website and services or any Products purchased using the service, including, but not limited to, any errors or omissions, price changes or discontinued Products, lost or stolen Products during delivery, any late delivery, your reliance on any of our information, any links to third party websites, any interruptions, any changes, suspension or termination of our website and services, or your use or misuse of any Product.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:-

- the replacement of the products or the supply of equivalent products; or
- the payment of the cost of replacing the products or of acquiring equivalent products.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Product you have paid for.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement, and any use of the Products.

## **IF THERE IS A DISPUTE**

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

## **OTHER**

This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right, or enforce any provision in this Agreement does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in this Agreement survive termination of this Agreement.

## **DEFINITIONS**

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010*.

**Claim** means any claim, under statute, tort, contract or negligence, any demand, award or costs.

**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, loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs.

**Products** means any product available through our website, and includes any CBD oils suspended in coconut oil.

**We, us, or our** means Akeso Performance Pty Ltd [ABN 85652055439] and includes any of our directors, officers, employees, agents, partners, and contractors.

**Website and services** means [www.akesoperformance.com.au](http://www.akesoperformance.com.au), and everything available on this website including, but not limited to, all Products and any services.