



1. Alevia Starter Program terms and conditions of registration

The Alevia Starter Program (**The Starter Program**) is owned and operated by the Trustees for the Alevia Medical Weight Loss Trust (ABN 47 936 946 061) of 374 Mountain Highway Wantirna 3512 (**Alevia, we, us, our**).

By clicking "I accept", you agree to be personally bound by these terms and conditions, whether for yourself or on behalf of a minor (as determined by the jurisdiction in which you reside). By clicking "I accept", you represent and warrant that you are at least 18 years old (or the age of majority in your jurisdiction, if it is not 18), and if you are registering on behalf of a minor, that you are their legal guardian.

2. Payment and refunds

Orders are subject to acceptance by us. Acceptance (or rejection) of an order will be notified to you as part of the ordering procedure. Acceptance and continued access to our service is always subject to payment first being made by you. For the removal of doubt, by placing an order, you make an offer to purchase the relevant subscription that is the subject of your order.

Our subscription fee and other charges are in AUD and are GST inclusive. The receipt of payment that we issue to you will be a tax invoice in accordance with applicable legislative requirements relating to GST.

To the extent permitted by law, including subject to any rights you may have under the Australian Consumer Law:

1. all fees are non-refundable and are non-transferable, unless:
 - a. during the period in which you have paid for access to our service, the health care practitioner (doctors, dietitian or exercise physiologist) is not available, and no alternative practitioner is available to provide care. In this circumstance, a pro rata refund may be granted upon written request by email at reception@alevia.com.au.
 - b. you have an early termination right in accordance with your subscription;
 - c. you provide us with evidence of extenuating circumstances which prevent you from participating in your subscription (which may include illness or

compassionate circumstances), and we decide to issue you with a refund in our sole discretion; or

- d. we agree to issue you with a refund in accordance with clause 8 below.
2. You must bear any expenses that you may incur in connection with your request for such a refund. Upon receipt of a refund your subscription with us is at an end and we will cancel your account. You agree that this is your sole remedy in these circumstances.
3. All fees are non-cancellable and non-refundable except as expressly set out in these terms and conditions. You will not be able to terminate your subscription prior to the end of the subscribed term, and if you have chosen to pay the subscription fee in instalments, you acknowledge that your account will continue to be debited until the end of the subscribed term (e.g. the full 12 weeks). If Alevia decides to terminate your subscription because you are not up to date with your subscription payments, you will not be granted a refund and must immediately pay Alevia the fees for the remaining amount of your subscription.

3. Conditions of use of the Starter Program

Seek advice from Medical Professional

As with any physical activity, it is important that before beginning any fitness regime, you consult with your health care professional to ensure that you are mindful of your current health and any restrictions that are appropriate for you. **You should immediately seek medical attention if there are any unanticipated changes to your physical condition at any time.**

You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.

4. Indemnity

You agree to indemnify us and our employees, agents and subcontractors, from and against any third party claims and all losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred by us, which arises as a result of:

- (a) your breach of these terms and conditions;
- (b) your use of, or access to the Website; and
- (c) any failure to comply with any law,

except that you are not required to indemnify us for any losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred to the extent that they were caused or contributed to by any negligent or wilful act or omission by us.

5. Personal information collection notice

In registering for access or using this Service, you may be required to give us certain personal information in which you have certain rights. Personal information relating to you which we collect, use and disclose may include sensitive information, such as information about your health, your details related to how you pay for our services, your age, height and weight. If you do not provide all of the personal information that we request, then you may not be able to complete the registration process, or we may not be able to provide all or some of our services to you.

In addition to any reasons that we may separately notify to you at the time of collection, we collect, use and disclose your personal information for the reasons set out in our Privacy Policy. We usually disclose personal information that we collect on a confidential basis to our contractors and service providers (including financial service providers) so that they can provide services to us (so that we may provide services to you). Unless you ask us not to, we may also use your personal information to send updated information and other promotional material to you.

You consent to your personal information being used and/or disclosed for any reasons given to you by us (at the time of collection) in relation to the use and disclosure of your personal information, including the reasons set out in our Privacy Policy.

Our Privacy Policy can be viewed in full here at <http://www.alevia.com.au/privacy>. The Privacy Policy document contains information about how you may access personal information that we hold about you, and how you may complain about a breach of the privacy laws, and how we will deal with such a complaint.

6. Severance & termination

Alevia may in its sole and absolute discretion refuse registration, or suspend or terminate membership at any time and for any reason, subject to a valid pro-rata refund of fees.

If a provision of these terms is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other terms.

7. Survival

The terms underneath the following headings survive the termination and expiry of this agreement: "terms implied by law", "indirect and consequential loss", "total liability", "indemnity", "intellectual property" and "user-generated content".

8. Governing law

These terms are governed by the laws in force in Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction, and courts hearing appeals from those courts.