

Website Terms of Service

By visiting www.benjaminwatkins.com.au, you are consenting to our terms and conditions.

Overview

By using www.benjaminwatkins.com.au, referred to as this "Site", all visitors, referred to as "user", "you" and "you're" are bound by these Terms and Conditions. The terms "we", "us", and "our" refer to Benjamin Watkins Counselling & Coaching, owner of www.benjaminwatkins.com.au. Accessing this Site constitutes a use of the Site and an acceptance of the Terms provided herein.

By using the Site, you agree to these Terms of and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms of and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of and Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms and Conditions with the modifications. This Site provides information for informational purposes only.

Site Use

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms of and Conditions.

Terms

The Website may provide information with respect to law, business, lifestyle, and marketing, and is intended for informational purposes only. By participating in/reading this website/blog/emails, you acknowledge that Benjamin Watkins Counselling & Coaching only provides business and marketing information. Benjamin Watkins Counselling & Coaching cannot guarantee the outcome of services and/or recommendations on the website/blog/email series. Benjamin Watkins Counselling & Coaching cannot make any guarantees other than to deliver the services purchased as described. By participating in a consulting session over the phone/web, you acknowledge that the information provided is not legal advice and is not intended nor implied to be a substitute for legal advice from your attorney.

In order to use the Site and Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to Benjamin Watkins Counselling & Coaching



will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law. In the event of purchase of service, product, or program, you will also be subject to the terms of that agreement, which shall prevail in the event of a conflict.

Benjamin Watkins Counselling & Coaching Intellectual Property Rights

The Site contains intellectual property owned by Benjamin Watkins Counselling & Coaching, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Benjamin Watkins Counselling & Coaching / www.benjaminwatkins.com.au.com, logo, all designs, text, graphics, other files, and the selection and arrangement thereof.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site, without refund, if you are caught violating this intellectual property policy.

Upon purchase or access of our Site or Content, you agree that you will not copy, duplicate, or otherwise utilize such content. Any use contradictory to these Terms will be considered theft, and we reserve our right to prosecute to the full extent of the law. You must receive written permission prior to utilizing any Content from this Site and agree that you will not modify, copy, reproduce, sell, or distribute any Content in any manner or medium without permission. Any request for written permission to use Content should be made to benjamin@benjaminwatkins.com.au.

Limitation of Liability

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your



use of the site or service. Additionally, Benjamin Watkins Counselling & Coaching is not liable for damages in connection with:

1. Any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus or line or system failure;
2. Loss of revenue, anticipated profits, business, savings, goodwill or data; and
3. Third-party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability.

The foregoing applies even if Benjamin Watkins Counselling & Coaching has been advised of the possibility of or could have foreseen the damages. In those States and Territories that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law. In no event shall Benjamin Watkins Counselling & Coaching's cumulative liability to you exceed \$100.

Third-Party Resources

The Site and the Service may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Benjamin Watkins Counselling & Coaching. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Indemnification.

We make no warranty or guarantee as to the accuracy of the information on our Site or its Content. You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defence without our prior written consent.



Release of Claims

In no event will Benjamin Watkins Counselling & Coaching be liable to any party for any type of direct, indirect, special, incidental, or consequential damages for any use of or reliance on our Site or its Content. You hereby release Benjamin Watkins Counselling & Coaching from any and all claims including those related to personal or business interruptions, misapplication or information, or any other loss, condition, or issue.

Online Commerce and Refund Policy

Certain sections of the Website or its Content may allow you to make purchases from us or from other merchants. If you make a purchase from us on or through our Website or its Content, all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us, the merchant, and our payment processing company. Your participation, correspondence or business dealings with any affiliate, individual or company found on or through our Website, all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that are incurred as the result of such dealings with a merchant.

We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Site or its Content, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content. You acknowledge that Benjamin Watkins Counselling & Coaching does not offer refunds for any portion of payment for our products, services, or programs. All sales are final, and no refunds will be given for any reason.



Governing Law, Venue, Mediation

These Terms shall be governed by and construed in accordance with the laws of the State of Victoria, Australia, regardless of the conflict of laws principles thereof. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the ACICA – The Australian Centre for International Commercial Arbitration (<https://acica.org.au>). The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Melbourne, Victoria or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely binding and conclusive and not subject to judicial review and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

Entire Agreement, Waiver, Headings

These Terms constitute the entire agreement between you and Benjamin Watkins Counselling & Coaching pertaining to the Site and Service and supersede all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Benjamin Watkins Counselling & Coaching shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Benjamin Watkins Counselling & Coaching. The subject headings of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Disclaimers

By using this website and/or purchasing any of Benjamin Watkins Counselling & Coachings' programs, products, or services, you are voluntarily agreeing to this Disclaimer. You are agreeing that you have read, understand, and consent to the terms herein. Any questions should be directed to benjamin@benjaminwatkins.com.au before purchasing. **This website provides information for educational purposes only.** You must be eighteen (18) years of age and have the legal ability to agree to this Disclaimer. Information provided on the Site and in-services is subject to change.

Benjamin Watkins Counselling & Coaching makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete,



reliable, current or error-free. Benjamin Watkins Counselling & Coaching disclaims all liability for any inaccuracy, error or incompleteness in the Content. You are advised to consult with your own attorney on your specific legal situation. Although care is taken in preparing products and services, Benjamin Watkins Counselling & Coaching cannot be responsible for errors or omissions and Benjamin Watkins Counselling & Coaching accepts no liability for any loss arising from the use.

You assume personal responsibility for utilizing the information provided on www.benjaminwatkins.com.au and any programs, products, or services purchased herein. Benjamin Watkins Counselling & Coaching is not responsible for personal actions during or after the use of our programs or products, you accept full responsibility for the use, or non-use, of this information. You acknowledge that Benjamin Watkins Counselling & Coaching does not make any representations as to the legal rights or privileges, remedies, damages, expenses, or potential profitability or loss of any kind that may be derived from the use of the programs or services purchased on www.benjaminwatkins.com.au.

No Guarantees

You accept and understand that no guarantees are made through the use of this website or its products.

Testimonials

Testimonials are examples of real experiences and opinions of people's experiences with Benjamin Watkins Counselling & Coaching and are on the Site for illustration only. Testimonials are displayed with permission and are of actual people and their results. Testimonials are not intended to guarantee current or future users the same or similar results.

Limitation of Liability

To the fullest extent permitted by law, Benjamin Watkins Counselling & Coaching excludes any liability for any direct, indirect, or consequential loss or damage incurred in connection with this website, programs, product or services. By enrolling in, purchasing or using this website, programs, products, or services, you agree to this limitation of liability and release Benjamin Watkins Counselling & Coaching from any claims. Any questions on these Terms and Disclaimers should be directed to benjamin@benjaminwatkins.com.au.

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