

TERMS AND CONDITIONS

1.1 OWNERSHIP

Copyright © 2020 Tracy Davies ABN 24 717 911 929. This copyright notice applies to all websites owned by Tracy Davies, including the websites:

https://www.bewellnourishment.com and all other websites relating to these domains.

Is owned by Tracy Davies ABN 24 717 911 929

1.2 COPYRIGHT

Copyright exists in the websites, videos, newsletter and all social media posts from Tracy Davies and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios, recordings, words, phrases, proprietary pages and product names referred to and included in the websites unless otherwise obtained from a third party who may itself have its own copyright in that material.

1.3 INTELLECTUAL PROPERTY

Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these terms and conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, ideas, symbols, artwork, confidential information, programs/ebooks and moral rights as defined in the Copyright Act 1966 (Commonwealth) and under the law of a country other than Australia.

2. DEFINITIONS

- 2.1 For the purpose of these terms and conditions in addition to paragraph 1 the following definitions apply:
- 2.2 Our, ourselves, us, we, refer to Tracy Davies and its affiliates who for the purpose of these terms and conditions refers to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and or is an entity who has the right to operate with or on behalf of ourselves.
- 2.3 party refers to a party to these terms and conditions and it includes that party's successors, administrators and assignors and where a party consists of more than person, then these terms and conditions bind them jointly and each of them severally.
- 2.4 You or yours refers to you, the person accessing the website and agreeing to the terms and conditions of your use of the website and its contents.
- 2.5 Licence means these terms and conditions for use of this website and its contents.
- 2.6 Programs refer to the online programs for sale on the Be Well Nourishment website such as "The Unfussy Eater Program" for example.

3.0 SCOPE OF LICENCE

- 3.1 By virtue of these terms and conditions, you are granted a non-exclusive, non-transferable, non-sub-licensable licence to personally access and use, for non-commercial purposes, the website and the services offered on the website.
- 3.2 You may not use the programs or videos on more than one computer system or device concurrently.
- 3.3 Full-scale reproduction of programs or videos contents is prohibited.
- 3.4 The term of this licence shall be for a term of 5 (five) years from the date of

registration of your activation, email confirmation, from registering your interest on Be Well Nourishment website, newsletter or via any social media platform.

4. USE OF WEBSITE

- 4.1 These terms and conditions govern your right to use Her Nourished website and your access to and use of the programs, forums, videos, newsletter and/or any products or services acquired in relation to the programs, forums, videos, newsletters, and/or the website and/or any links provided on the website to other websites.
- 4.2 In downloading any content from the website to your computer, you do not receive any ownership rights to such content and by downloading any content you agree not to use the content for any unlawful purpose and you agree that your use of the website is only for your personal use and not for any commercial or other use contrary to these Terms and Conditions and our legal rights in respect of the website, the programs, videos and newsletter.
- 4.3 You agree that when you register, activate and download the material you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or forum, or distribute or modify or otherwise deal with any content in the website in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.
- 4.4 You agree that in downloading any service or product from the website www.bewellnourishment.com you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive content from the website and/or make it available over a network where it could be used by a singular device or multiple devices at the same time.
- 4.5 You agree that your use of the website, forums, videos and newsletter or any other service or product offered on the website will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation in Australia and when accessed in another jurisdiction the laws of that jurisdiction and Australian law, so far as the laws are not inconsistent, in which case you agree to be bound by the laws for Victoria, Australia.

- 4.6 You agree that in using the website, videos and newsletter, you will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format (including on any social media platforms).
- 4.7 You agree that you will not post comments about the website, videos or newsletters and any of its content, its individual representatives, officers, directors, consultants and/or employees without the prior written consent of ourselves.

5. YOUR AGREEMENT

In accessing the website www.bewellnourishment.com including any and all webpages, the programs, forums, videos, newsletters and/or any other services and products, information, text and images offered or provided on the website, you are deemed to have read and personally agreed to the Terms and Conditions.

6. ELIGIBILITY

- 6.1 You represent and warrant that you are at least 18 years old and will be responsible for completing all registration information truthfully and honestly. If you are accessing and using the website or registering for access to the programs, videos or newsletters or any of the website's services or products on behalf of a party who is not at least 18 years of age, then you are representing that you are that party's legal guardian and you are responsible for that party's compliance with these Terms and Conditions and you will indemnify us for any losses or damage that we suffer as a consequence of the party who is less than 18 years of age failing to comply with these Terms and Conditions.
- 6.2 Without limitation, the website is available only to individuals that can form legally binding contracts under Australian law.
- 6.3 We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your purchase or registration, if we believe that you may or will bring our reputation, those individuals who represent us in the market place, our other users, and newsletter members into disrepute or otherwise will interfere with other parties'

rights to have reasonable use of and access to the website or to the contents and components of the website or are in any way in breach of these Terms and Conditions.

6.4 Upon purchasing any product or service offered on the website you understand and agree that the directors, officers, employees, contractors, subcontractors, third parties or affiliates of Be Well Nourishment/Tracy Davies under no obligation to make direct communication with you, provide any type of support for you before, during or after your purchase unless it is with reference to customer feedback, issues with receiving email links or downloadable material such as programs, videos or newsletters. All customer support can be directed to bewellnourishment@gmail.com. Additional correspondence can be directed to the suggested PO Box in the contact us page of the website.

7. WEBSITE MEMBERSHIP

- 7.1 You agree to provide accurate and truthful details about yourself for the purposes of your registration to the website, for the programs, forums, videos and newsletters and we reserve the right to suspend or terminate your registration if we discover you have, at any time, provided inaccurate, incomplete or misleading personal information.
- 7.2 Access to the information provided through email subscription and the website, forums, videos and newsletters is for your sole use only.
- 7.3 Any password or right given to you to obtain access to the products, videos and newsletters, and the contents or use of the email subscription is not transferrable to any third party.
- 7.4 We reserve the right, at our sole discretion, to terminate your access to the programs, videos or newsletters if, in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions. Any termination by us will be sent directly via email to the registered email address and will commence upon notifying you.

8. NEWSLETTER MEMBERSHIP

- 8.1 You acknowledge that newsletter membership provides for public communications.
- 8.2 To become a newsletter member you agree to provide truthful, accurate personal.

details about yourself as required on the sign-up page for the Newsletter.

- 8.3 You will use the newsletter only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Newsletter, either on the Newsletter itself or otherwise, or the website, the programs, the videos, the Newsletters and/or the individuals representing the website and/or their employees.
- 8.4 You will not use the Newsletter:
- a) for any unlawful, disrespectful, harmful, threatening, abusive or otherwise intentions.
- b) to incite others to conduct the activities described in sub-paragraph
- c) to interfere with the lawful and reasonable use of the newsletter by others; and
- d) to attempt to directly or indirectly, allow or facilitate a third party to enter the Newsletter through your registration.
- e) to sell or promote any services or products to other newsletter members.
- f) those subscribed via the purchase of a program(s), those who enquire and those who sign up for the newsletter who wish to cancel any correspondence will be removed from the newsletter mailing list within 48 (forty-eight) hours of receipt of written advice of cancellation via email to bewellnourishment@gmail.com. Alternatively, you may unsubscribe using the link included in the email.
- g) Copy, redistribute, amend to make your own, or alter any newsletter publications in any way shape or form.

9.0 CONTENT RELEASE

9.1 In accepting the Terms and Conditions of the website, you give Tracy Davies, Be Well Nourishment, and its authorised representatives, the right and permission to use photographs and/or video footage of you undertaking training, education, events and activities and/or illustrating any interviews or methods used such as cooking, meal prep, recipes etc that you have provided to us. You grant permission to Tracy Davies and Be Well Nourishment and its authorised representatives to use these photographs and video footage for the purpose of promoting, advertisement, marketing, publicity or any other lawful purpose. You may waive any right to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to you or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the image/information whether intentional or otherwise.

10. UNSUBSCRIBING

- 10.1 Select the Unsubscribe option and follow the prompts at the bottom of any email supplied from Tracy Davies / Be Well Nourishment to discontinue receiving future newsletters/emails. This must be completed by you the "subscriber" not Tracy Davies / Be Well Nourishment, its directors, officers, employees, contractors, sub-contractors, third parties or affiliates.
- 10.2 Tracy Davies / Be Well Nourishment and its authorised representatives will not be held liable for any failure to successfully unsubscribe. Further issues/difficulties can be advised in writing your intention to bewellnourishment@gmail.com
- 10.3 All information provided to Tracy Davies / Be Well Nourishment is kept confidential and is not disclosed to third parties under The Privacy Act 1988. Further information on the information Tracy Davies / Be Well Nourishment collects and privacy statements can be viewed in section 23. Privacy.

11. CANCELLATION/TERMINATION

- 11.1 Tracy Davies / Be Well Nourishment reserves the right to terminate this contract in accordance with the following conditions:
- a) Failure to abide by rules of use of the website, programs forums and the newsletter.
- b) Action upon a complaint by either another member or an employee or contractor of Tracy Davies / Be Well Nourishment.
- c) If we believe you are or you have been facilitating the unlawful activity of a third party in respect of the website/program/newsletter and further, we are at liberty to take any other action necessary to enforce the terms and conditions of this license.
- 11.2 Tracy Davies / Be Well Nourishment reserves the right to not sell/provide access to any service/program/forum to any individual or business who fails to act in accordance with these terms and conditions.
- 11.3 All online programs provided by Tracy Davies / Be Well Nourishment are non-refundable once downloaded and paid for in full. This is due to the products offered only being available electronically and therefore once the downloadable link has been sent the product is considered by Tracy Davies / Be Well Nourishment to be used. Further information on Tracy Davies / Be Well Nourishment no refund policy can be found in 12 Payment. In some instances, refunds will be made for example if you select the wrong program to purchase. Please contact bewellnourishment@gmail.com.

12. PAYMENT

- 12.1 In purchasing any product or services from the website ('the purchase') you agree to pay using a valid credit card or bank account (or other form of payment or use of payment provider as Tracy Davies / Be Well Nourishment may allow) in the manner required by and under the Terms and Conditions outlined by the nominated payment system provider.
- 12.2 Provide Tracy Davies / Be Well Nourishment with current and complete information as detailed in the purchase order form including full legal name, street address, telephone number, email address, credit card or bank account

details and billing information as required without limiting any of Tracy Davies / Be Well Nourishment's rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete.

12.3 Tracy Davies / Be Well Nourishment reserves the right to refuse to continue with your purchase, or put on hold or terminate your access to the website, videos or newsletter, or any of the services or products provided by Tracy Davies / Be Well Nourishment at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the purchase.

Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and all costs are in Australian dollars (AUS) unless otherwise indicated.

- 12.4 All transactions for purchase of intangible products, ebooks, pdf downloads, resource material, videos and online content are made through payment gateways such as Stripe, Paypal, Shopify, Woocommerce that use SSL encryption. These payment gateways are safe and secure for using all types of credit cards and debit cards in different countries and your details are not stored during this process. Please enter your details correctly and ensure you have enough funds to purchase as often cards are declined for these reasons.
- 12.5 In case you are not redirected back to our website after purchase or you do not receive an email from us with a link to the product of your purchase, you can immediately contact us with your transaction details, including the email ID through which the payment was made. We will revert back to you with your product details and downloadable link as soon as possible. Please email bewellnourishment@gmail.com
- 12.6 Purchases for digital downloads made at www.bewellnourishment.com are non-refundable or exchangeable in the event you, the purchaser; a) Got what you paid for but simply changed your mind, found the information at a different price somewhere else, decided you did not like the purchase or had no use for it. b) Misused the product in anyway that caused a problem to exempt you for a refund. c) Knew of or were made aware of the faults before you bought the product. d) Asked for a service to be done in a certain way against the advice of Tracy Davies / Be Well Nourishment or were unclear about what you wanted.

Since the programs and products made available are intangible, we will not accept any request for refunds unless there is an issue sending, receiving or downloading any of our products. In the event this does occur, Tracy Davies / Be

Well Nourishment will make every effort to liaise with the purchaser to resolve any discrepancies before issuing a refund. Refunds will be granted on a case by case basis and only after appropriate consultation with the relevant parties has taken place. In the case where a purchase error is made please contact us via bewellnourishment@gmail.com to discuss a resolution.

- 12.7 By placing an order with Tracy Davies / Be Well Nourishment you warrant that you are at least 18 years old (or have parents' permission to buy from us) and accept these Terms & Conditions. You also agree that you do not have any outstanding known or unknown medical conditions that may affect you, your children or any children with which the program/advice is intended for and do not or will not act upon any advice or information unless suitably checked by a qualified general practitioner which shall apply to all orders placed or to be placed at Tracy Davies / Be Well Nourishment for the sale and supply of any products. None of these terms & conditions affect your statutory rights. No other terms or changes to the terms & conditions shall be binding unless agreed in writing signed by us.
- 12.8 All payment amounts are represented in AUD as this is the currency of our host country. Tracy Davies / Be Well Nourishment is not liable for any discrepancies in charges for international currencies. Our equivalent currency prices are changed periodically but are not automatic updates that are provided by the foreign exchange market prices. All transactions processed on www.bewellnourishment.com will be charged to the customer in the equivalent amount in their host countries currency per the AUD price.
- 12.9 All advertised prices for programs and services provided by Tracy Davies / Be Well Nourishment are in AUS dollars.

13 RISK

- 13.1 Title of the purchase will pass to you on receipt of full payment from you or when you receive the purchase, whichever happens later.
- 13.2 Risk of loss or damage to the purchase will pass to you when we provide the purchase to a third party for delivery of it to you and we provide no estimate as to time of delivery and you agree that time is not of the essence with respect to delivery.

- 13.3 Where we send you the purchase by email delivery, and you claim that you have not received such delivery, then you must contact us at bewellnourishment@gmail.com within 7 (seven) days of the date by which you placed the order for the purchase for the Tracy Davies / Be Well Nourishment program or document to investigate your claim.
- 13.4 Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, due to the nature of the programs, and/or the products and services offered by the website, videos or newsletters and as we make no representations to you in respect of your use of the programs, and/or the products or services offered by the website, videos or newsletters the Tracy Davies / Be Well Nourishment provides no warranty as to any results or outcomes associated with using the Programs nor in respect of any use of the products or services offered by the website, videos or newsletters.
- 13.5 You expressly acknowledge that your use of the website and its products and/or services is at your sole risk.
- 13.6 If Tracy Davies / Be Well Nourishment decides the program you have registered for will not go ahead for any reason then the purchase will be refunded in full however is at our sole discretion.

14 MEDICAL DISCLAIMER

- 14.1 Tracy Davies / Be Well Nourishment is not a medical organisation and does not or cannot give or purport to give you any medical advice or assistance in any form. Nothing on the website, forums, videos or newsletters or anything associated with it should be taken or understood as medical advice or assistance nor should it be interpreted in substitution for any medical advice or assistance or used or referred to instead of seeking appropriate medical advice or assistance from qualified practitioners for your particular circumstances and needs.
- 14.2 You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use the website and/or participate in the forum, videos or newsletters and/or Krissy Ropiha / Her Nourished programs and services. Tracy Davies / Be Well Nourishment encourages you to seek appropriate medical advice or assistance before embarking on any use of the website, forum, videos, or newsletter and/or its products or services including all programs.

14.3 You agree that neither Tracy Davies / Be Well Nourishment nor any of our affiliates, contractors, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the website, forum, videos or newsletters and specifically do not make any representation about the risks, results, reasonableness, or accuracy or otherwise of such contents, products, services or offers and your use of the website, forum, videos or newsletters, or its products and services, is at your sole risk.

15. LIMITATION OF LIABILITY

Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue damages, whatsoever including damages for loss of income, data, or personal injury, death or consequential damages except to the extent such limitation or exclusion of liability is not permitted by law.

16. OUR RIGHTS TO MODIFY SERVICES

- 16.1 You acknowledge that Tracy Davies / Be Well Nourishment are entitled at any time, to change, modify, vary, delete or otherwise deal with the website, forum, videos or newsletter, programs and/or the Terms and Conditions, as we see fit.
- 16.2 Tracy Davies / Be Well Nourishment will publish any intended changes on the website, forums, videos, newsletters and programs and you will be deemed to have accepted such changes when you access the website, videos, newsletters and programs or receive our publication of the notice of change on the website and its content via email.

17. INCREASE IN FEES

17.1 Tracy Davies / Be Well Nourishment at any time, upon posting notification on its website, forum, videos, newsletter or via any social media account and giving a minimum of 14 (fourteen) days' notice, increase the instalment amount.

If the customer wishes to terminate the purchase because of this increase, the customer has the right to do so if they notify Tracy Davies / Be Well Nourishment

in writing via email to bewellnourishment@gmail.com within 14 (fourteen) days of the posting of the notification.

18. JURISDICTION

18.1 These Terms and Conditions are governed by the laws of Victoria, Australia and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

19. INDEMNITY

- 19.1 You agree to indemnify Tracy Davies / Be Well Nourishment to the full extent needed from any and all third party claims, liabilities, costs, expenses including solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of the website and/or from your breach of any of the Terms and Conditions and/or any facilitation or support by you of a third party causing any loss or damage to us.
- 19.2 You are liable for all content posted by you on any form of social media including in relation to the website, forum, videos, newsletters and any social media platform used by Tracy Davies / Be Well Nourishment.
- 19.3 You are required to exercise due care to conform to any Australian laws relating to publication, broadcasting, media controls, advertising standards and social media legal considerations, as they may arise or be applied to you in respect of any content you post on or about the the website, forum, videos or newsletter in relation to Tracy Davies / Be Well Nourishment programs or services.
- 19.4 You agree to indemnify us for any claims, losses, liabilities, costs or expenses ("losses") incurred by us you may cause, or contribute to such losses.

20. PRIVACY

20.1 We will use our best endeavours to protect your privacy as provided by you with respect to your personal information and by your provision of your personal information as referred to in these Terms and Conditions, you have

expressly agreed to our collection, use and retention of your personal information. The information you provide is only available to Tracy Davies / Be Well Nourishment and will not be shared with any other third parties within Australia or Internationally. You have the right to inspect the information held about you. You always have the right to request Tracy Davies / Be Well Nourishment to delete or correct the information held about you. If you wish to alter, access or remove or complain about breaches of the APP code (Australian Privacy Principles) please contact us on bewellnourishment@gmail.com.

20.2 We will manage your personal information in accordance with the requirements of Australian laws.

20.3 We will use our best endeavours to ensure your personal information is not accessed illegally or without authorisation but we cannot guarantee that our systems will or can be free from third party interference or be interrupted and so we do not warranty the security or privacy of your personal information including payment and/or account details and you acknowledge that when you provide us with any personal information, you are doing so at your own risk.

20.4 When you purchase something from our store, as part of the buying and selling process, we collect the personal information you give us such as your name, address and email address and which you give our consent to do so by completing the buying or selling process or by subscribing to the newsletter, email landing page or by following Tracy Davies / Be Well Nourishment on any social media platforms. The collection of this information is kept for marketing purposes only and is used by Tracy Davies / Be Well Nourishment to send you information regarding products, services and newsletter information. If you would not like us to collect your information please email Tracy Davies / Be Well Nourishment in writing to bewellnourishment@gmail.com and allow up to 7 (seven) business days (AEST) for your information to be removed.

20.5 Tracy Davies / Be Well Nourishment may implement e-marketing, such as WordPress (www.wordpress.com) and Google analytics demographic and interests reporting. Using the Ads Settings in Google you may opt out of Google analytics for display advertising and customise Google display network ads. Tracy Davies/ Be Well Nourishment reserves the right to use re-marketing with Google analytics to advertise online. Third-party vendors, including WordPress or Google, may show you our ads on sites across the internet. Tracy Davies / Be Well Nourishment and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) together to inform, optimise, and serve ads based on users' past visits to our website. Tracy Davies / Be Well Nourishment reserves the right to change or alter any form of information

collection and by agreeing to the Terms and Conditions held within this document you agree to accept any changes made.

20.6 Tracy Davies / Be Well Nourishment and third-party vendors, such as Google, use first-party cookies (such as the Google Analytics cookies) and third-party cookies together to report how ad impressions, other uses of ad services, and interactions with these ad impressions and ad services are related to visits to this site. Tracy Davies / Be Well Nourishment collects data from Google's Interest-based advertising or 3rd-party audience data (such as age, gender, and interests) with Google Analytics.

20.7 By visiting this website, videos, newsletter, by following Tracy Davies / Be Well Nourishment on any social media platform or by purchasing any products or services from Tracy Davies / Be Well Nourishment you agree to the above Terms and Conditions.

21. GENERAL

- 21.1 Entire agreement: These Terms and Conditions form the entire agreement between us and you in relation to the website, videos, newsletters and programs and your use of it.
- 21.2 Waiver: Any failure or delay on our part to exercise a power or right we have under these Terms and Conditions (unless in writing to you) does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.

FORUM GROUP TERMS + CONDITIONS

You acknowledge to follow all Terms and Conditions as outlined via Tracy Davies / Be Well Nourishment website as well as those outlined in the Facebook Group Terms and Conditions. Facebook Group Terms and Conditions can be viewed at www.facebook.com/communitystandards.

You acknowledge that the forum membership provides for public communications and that use of the Forum and its products, services and content is at your sole risk. Please refer to sections outlined above for further clarification on use in the Forum.

The Forum is made available to help assist, encourage, support, motivate and liaise with other like minded individuals who have bought the Program and are looking at engaging with others who can help answer any questions or comments posted on the Forum.

All content or the like posted by the Forum Manager (including its administrators) are views expressed solely for general purposes only and Tracy Davies / Be Well Nourishment and the Forum Manager recommends you seek appropriate medical advice prior to commencing and during use of any or all programs, services or advice offered by Tracy Davies / Be Well Nourishment (please refer to section 15.0 Medical Disclaimer for further information). Purchasers/Forum members are encouraged to read and understand all Terms and Conditions with regard to the Forum and agree to the use of any or all programs as offered by Tracy Davies / Be Well Nourishment upon purchasing the program.

You will use the Forum only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other uses of the Forum, the Forum Manager, either on the Forum itself or otherwise, on Tracy Davies / Be Well Nourishment website, on any social media platforms, and or the individuals representing the Forum, contractors, website, social media platforms and or their employees.

YOU WILL NOT USE THE FORUM

- 1. For any unlawful, disrespectful, harmful, threatening, abusive, defamatory or otherwise objectionable purpose;
- 2. To incite others to conduct the activities described in the sub-paragraph;
- 3. To interfere with the lawful and reasonable use of the Forum by others; and
- 4. To attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through your registration.
- 5. To sell, promote or copy any services or products to other Forum members or non-Forum members.
- 6. In any way that may breach either Tracy Davies / Be Well Nourishment or Facebook Terms and Conditions.

Tracy Davies / Be Well Nourishment and its affiliates reserve the right to decide if content, comments, questions, pictures, videos and the like are acceptable on the Forum and can without notice remove these at their sole discretion.

Tracy Davies / Be Well Nourishment Forum will be exclusively available to those who purchase a Program. The forum will be managed by the Forum Manager who can be contacted via email at: bewellnourishment@gmail.com. All content, comments, questions, pictures, videos, conflict, ideologies, strategies and reviews will be managed by the Forum Manager.

Tracy Davies / Be Well Nourishment and its Forum Manager will deal with any conflict on the Forum by asking for independent written reviews from each party involved prior to making any decision on whether to remove or alter content on the Forum (unless it is found to immediately breach any Terms and Conditions with Tracy Davies / Be Well Nourishment). Individuals will have a period of 3 x AEST business days from the time the issue is first raised with the Forum Manager to report, respond or clarify such issues. The process for resolving such conflict will ultimately be at the discretion of the Directors of Tracy Davies / Be Well Nourishment after appropriate consultation is made with the Forum Manager and the parties involved with such conflict. The Directors of Tracy Davies / Be Well Nourishment have the right to remove or add members to the Forum regardless of any members opinion, comment, content, act or omission to the Forum.

For questions please contact bewellnourishment@gmail.com