



LEGAL DOCUMENTS

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YOUR PRIVACY

Last updated: 27 January 2024

At prowesscoaching.com.au, we are committed to protecting your privacy as a customer and an online visitor to our website. We use the information we collect about you to maximise the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our privacy policy below carefully.

INFORMATION WE COLLECT FROM YOU

In the course of your visits to our website or use of our products and services, we may obtain the following information about you: name, company name, email address, telephone number, credit card details, billing address, geographic location, IP address, survey responses, support queries, blog comments and social media handles (together 'Personal Data').

Our services are not directed to persons under 18 and we do not knowingly collect Personal Data from anyone under 18. If we become aware that a child under 18 has provided us with Personal Data, we will delete that information as quickly as possible. If you are the parent or guardian of a child and you believe they have provided us with Personal Data without your consent, then please contact us.

You can review, correct, update or delete your Personal Data by either logging into your account and making the changes yourself or contacting us directly to do so.

HOW WE USE YOUR INFORMATION

Personally Identifiable Information: We use the information we collect to deliver our services to you, including: communicating with you, providing technical support, notifying you of updates and offers, sharing useful content, measuring customer satisfaction, diagnosing problems and providing you with a personalised website experience.

Marketing communications are only sent to you if you have requested or subscribed to them. You can opt out of our marketing communications at any time by unsubscribing or emailing us and your request will be actioned immediately.

Non-Personally Identifiable Information: We also use the information we collect in aggregated and anonymized forms to improve our services, including: administering our website, producing reports and analytics, advertising our products and services, identifying user demands and assisting in meeting customer needs generally.

Any information you choose to make publicly available, such as blog comments and testimonials on our website, will be available for others to see. If you subsequently remove this information, copies may remain viewable in cached and archived pages on other websites or if others have copied or saved the information.

STORAGE AND SECURITY OF YOUR INFORMATION

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. All information we receive from you is stored and protected on our secure servers from unauthorised use or access. Credit card information is encrypted before transmission and is not stored by us on our servers.

To enable us to deliver our services, we may transfer information that we collect about you, including Personal Data, across borders for storage and processing in countries other than Australia. If your Personal Data is transferred and processed outside Australia, it will only be transferred to countries that have adequate privacy protections.

We retain your personal information for as long as needed to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

In the event there is a breach of our security and your Personal Data is compromised, we will promptly notify you in compliance with the applicable law.

COOKIES AND PIXELS

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any

Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website. Our website uses cookies to analyse website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third party services such as Google Ads and Facebook Adverts. These ads may appear on this website or other websites you visit.

SHARING YOUR INFORMATION WITH THIRD PARTIES

We do not and will not sell or deal in Personal Data or any customer information. Your Personal Data details are only disclosed to third party suppliers when it is required by law, for goods or services which you have purchased, for payment processing or to protect our copyright, trademarks and other legal rights. To the extent that we do share your Personal Data with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy and in accordance with applicable law. Our contracts with third parties prohibit them from using any of your Personal Data for any purpose other than that for which it was shared.

DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of prowesscoaching.com.au, our customers or third parties.

If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be transferred to a purchaser under a confidentiality agreement. We would only disclose your Personal Data in good faith and where required by any of the above circumstances.

LINKS TO OTHER WEBSITES

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

CONTACT US

If you have any questions or concerns at any time about our privacy policy or the use of your Personal Data, please contact us at info@prowesscoaching.com.au and we will respond within 48 hours.

Website terms and conditions:

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern prowesscoaching.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to prowesscoaching.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and prowesscoaching.com.au's rights and obligations to each other.

LIMITATION OF LIABILITY

It is an essential precondition to you using our website that you agree and accept that prowesscoaching.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

COMPETITION AND CONSUMER ACT

Our goods and services come with guarantees that cannot be excluded, modified or restricted under the Australian Consumer Law and are in addition to any manufacturer or supplier warranty.

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), prowesscoaching.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of prowesscoaching.com.au.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

RETURNS AND REFUNDS

prowesscoaching.com.au handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 14 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment. All refunds are made at the discretion of prowesscoaching.com.au.

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It is your sole responsibility and not the responsibility of prowesscoaching.com.au to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

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You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers.

prowesscoaching.com.au's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

DISCLOSURE OF INFORMATION

prowesscoaching.com.au may be required, in certain circumstances, to disclose information in good faith and where prowesscoaching.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

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EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

EDUCATION OR LIFE COACHING

By using our services, you agree that prowesscoaching.com.au is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold prowesscoaching.com.au liable for any actions you take nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by prowesscoaching.com.au.

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OUR RESPONSIBILITIES UNDER GENERAL DATA PROTECTION REGULATION (GDPR)

If you are a resident of the EU or UK you have certain rights and protections under the EU and UK GDPR regarding the processing of your Personal Data.

We collect, use and store your Personal Data to enable us to provide you with our goods or services and information about them. We rely on the following lawful means of processing your Personal Data:

- Where it is necessary to fulfil a contract with you. This includes where we collect your Personal Data to enable us to send you our goods or provide you with our services.
- Where you have given us valid consent to use your Personal Data. We will rely on that consent and only use the Personal Data for the specific purpose for which you have given consent. This includes where we email newsletters or send mobile phone notifications.
- We may also process your Personal Data where it is to further our legitimate interests which could include usage statistics, analytics and internal analysis so we can improve our services to you.

YOUR RIGHTS AS AN EU OR UK RESIDENT

If you are a resident of the EU or UK you have various rights including the:

- Right to be informed;
- Right of access;
- Right to rectification;
- Right to object;
- Right to restriction of processing;
- Right to erasure or to be forgotten;

- Right to data portability; and
- Right not to be subject to automated processing.

If you want to access your Personal Data or ask for the information to be corrected, please contact us. In some circumstances, you also have a right to object to or ask that we restrict certain processing activities or delete your Personal Data. If you would like to limit or request deletion of your Personal Data or exercise any other rights you can do so by contacting us.

WITHDRAWING YOUR CONSENT

You can withdraw your consent to our collection or processing of your Personal Data. You can do so by contacting us or by opting out of email newsletter communications by following the instructions in those emails, by clicking unsubscribe or by using the opt out option through our App. If you withdraw your consent to the use of your Personal Data, you may not have access to our services and we might not be able to provide you with our services. In some circumstances, where we have a legal basis to do so, we may continue to process your information after you have withdrawn consent. For example, if it is necessary to comply with an independent legal obligation or if it is necessary to do so to protect our legitimate interest in keeping our services secure.

OUR COMPLIANCE

We comply with the GDPR protection directives set out by the EU and UK regarding the collection, use and retention of Personal Data from EU member countries and the UK. All Personal Data stored on our platform is treated as confidential. It is stored securely and is only accessed by authorized personnel. Our collection is limited in relation to what is necessary, for the purpose for which the Personal Data is processed, and kept only for so long as is necessary for the purpose for which the Personal Data was collected. We implement and maintain appropriate technical, security and organisational measures to protect Personal Data against unauthorized or unlawful processing or use, and against accidental loss, destruction, damage, theft or disclosure. We ensure the encryption and pseudonymisation of Personal Data and we have adequate cyber security measures in place.

YOUR ACKNOWLEDGEMENT

By providing us with your Personal Data, you consent to us disclosing it to third parties who reside outside the EU or UK. We will ensure that those third parties are GDPR compliant. If you feel that your data has not been handled correctly or you are unhappy with our response to any requests you have made to us regarding the use of your personal data, you have a right to lodge a complaint with the Australian Privacy Commissioner through their website: <https://www.oaic.gov.au/privacy/privacy-complaints/>

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You take full responsibility and risk for making any decision based on our Content or information on this website. You hereby agree to irrevocably release and waive any claims you may have now or in the future against us and we take no responsibility or liability whatsoever for any loss, damage or injury that may arise from any person acting on any of our Content or information contained on this website and all such liabilities are expressly disclaimed.