

The Perimenopause Protocol

Terms & Conditions

REFUND POLICY

After the purchase of Perimenopause Protocol is complete, no refunds are provided for change of mind. All payments must be made according to the payment schedule.

We take our responsibilities under the Australian Consumer Law seriously and will make every effort to resolve any problems that may arise. However, please note that our liability is strictly limited even in cases where there is a major issue. In such cases, we are only obligated to provide either a replacement of the goods or services, or if this is not possible within a reasonable timeframe, to cover the cost of having the necessary goods or services provided to you again.

LIFETIME OR ONGOING ACCESS POLICY:

You have ongoing access to the Perimenopause Protocol content hub for a total of six months. That means that after your program timeframe is complete, you will retain access to the content hub for an additional three months. After your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease. NOTE: any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete.

DECLINED PAYMENT POLICY:

As a client in Perimenopause Protocol, you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your content hub and coaching.

APPOINTMENT CANCELLATION POLICY – 1:1 CALL CANCELLATION, RESCHEDULE AND NO SHOW POLICY:

To ensure that our scheduled sessions run smoothly, kindly inform The Health Club Online at least 24 hours in advance if you are unable to attend. We understand that emergencies occur and will be treated on a case by case basis. We value your time and effort and kindly ask that you respect ours as well. In the event that you fail to show up for a scheduled appointment without prior notice, a cancellation fee of 50% of the consultation fee will be applied. To avoid this fee, please notify us at least 24 hours before your scheduled appointment if you are unable to attend.

Further, if you do not show up for your scheduled appointment, you will have one opportunity to reschedule. If you do not show up for that scheduled session you will forfeit the session and will no longer be able to rebook it.

HOURS OF OPERATION:

The Health Club Online offers the following hours of operation: Monday - Thursday, from 10:00 am to 5:00 PM Brisbane - Australian Eastern Standard Time (AEST) QLD (GMT+10)

All client communication will be responded to within 2 business days or sooner during regular business hours. This includes responses inside of the Perimenopause Protocol Support Community Facebook group.

TERMINATION OF SERVICE:

If we determine that any of your actions may harm The Health Club Online, we reserve the right to terminate or suspend your account, or our service without prior notice. In such cases, we will strive to provide a timely explanation, but please be aware that termination of service means you must stop using our Site and pay all outstanding amounts owed.

Please note that all provisions of this Agreement that, by their nature, should survive termination, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability, shall remain in effect even after the termination of service. You acknowledge that we are not obliged to provide you with access to our site and service, and we may terminate our site and service at any time and for any reason.

DISCOUNT POLICY:

The Health Club Online does not offer a discount unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

DISCLAIMER:

The information contained on this website, is intended solely to provide general guidance for the personal use of the reader, who accepts full responsibility for its use and releases The Company (The Health Club Online Pty Ltd) from any and all liability.

All content created by The Health Club Online Pty Ltd is for informational and educational purposes only and is not intended to be a substitute for professional medical advice, diagnosis, or treating an illness. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition or symptoms. The author of this material does not accept any responsibility for your health, how you choose to use the information contained in the material, or your medical outcomes resulting from applying this information.

DISCLAIMER FOR PRODUCTS AND SERVICES:

All products and services are subject to the terms and conditions outlined in this document, unless explicitly stated otherwise.

We offer downloadable electronic resources (i.e. e-books, pdf handouts and guides): we share a range of health and wellness resources which you may download for your own personal use.

Online articles, podcasts and posts: relating to health and well being, sharing content across my website and social media platforms.

DOWNLOADS

Although we make every effort to ensure that the material shared on this website is secure, we cannot be held accountable for any viruses, harmful technological materials, or other damage that may occur from downloading content from this website. It is the responsibility of the visitor to maintain sufficient and current internet security measures.

EXTERNAL LINKS

Sometimes we may share links to external websites on this website. We have no control over and are not responsible for the content of any external sites that may be linked.

You are allowed to link to our website without seeking our consent. However, any linking is solely your responsibility and will be at your own expense. If you do choose to link to our website, you are not permitted to modify any of its contents, including any intellectual property notifications. We reserve the right to request the prompt removal of any links to our website.

TESTIMONIAL AND USE OF TESTIMONIAL POLICY:

By submitting the testimonial form you are agreeing to allow The Health Club Online to use your testimonial for marketing purposes on all The Health Club Online websites and social media pages. You agree to allow The Health Club Online to adjust the testimonial in any way they see fit without your written permission or consent.

FORCE MAJEURE:

By agreeing to this, you acknowledge that we will not be held responsible for anything that we would otherwise be held accountable for if it is caused by events that are outside of our control. These events include, but are not limited to, acts of God, war, insurrection, riots, terrorism, crime, labour shortages (both lawful and unlawful strikes), embargoes, postal disruptions, communication disruptions, infrastructure failures or shortages of materials, or any other events that are beyond our control.

Privacy Policy

This Privacy Policy describes how www.thehealthclubonline.com (the “Site” or “we”) collects, uses, and discloses your personal Information when you interact with this website.

When you choose to engage with The Health Club Online or within the Perimenopause Protocol you consent to join the client hub, community facebook group and group coaching calls where you can choose to share your own information at your own free will. The Health Club Online is not

responsible for what you share or how other participants choose to share or interact with your information. By agreeing to this, you acknowledge that we will not be held responsible for anything you choose to share within the shared online client hub, community facebook group and group coaching calls.

GDPR

We comply with the Australian Privacy Principles set out in the Privacy Act 1988 (Cth) (Privacy Act). At The Health Club Online, we are committed to complying with all applicable data protection laws, including EU data protection law. Accordingly, we process your personal data in compliance with these laws and for the following legal bases, as applicable. Our legal basis for collecting and using the personal data described in this Privacy Policy depends on the personal data we collect and the specific context in which we collect it.

If you are resident of the EEA, you possess the right to access your Personal Information that we have on record, transfer it to a different service, and request for its correction, update, or deletion. To exercise these rights, kindly get in touch with us using the contact details provided above.

WHAT INFORMATION DO WE COLLECT?

If you choose to engage with The Health Club Online via this website or work with us in any capacity, we may need to collect certain personal information from you. This information may include, but is not limited to:

- name;
- email address;
- home or business address;
- username and password associated with your account;
- phone number and other contact details;
- credit card information and
- other personal data that you voluntarily provide

You may, however, visit our site anonymously.

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as email, or participate in another site feature.

Information including date of birth / age, medical history, health status, relationship status, habits, your interests/preferences is stored on secure third party software, such as [practicebetter.io](#)

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

HOW DO WE USE YOUR INFORMATION?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To provide our services to you, which includes: offering products for sale, processing payments, shipping and fulfilment of your order, and keeping you up to date on new products, services, and offers

To personalise your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

OPT-OUT RIGHTS

If you have opted-in to receive our email newsletter or free ebook reports, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please opt out by following the unsubscribe link or instructions provided in any email we send.

If you have not opted-in to receive email newsletters, you will not receive these emails. Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our email list and receive email communications from us.

HOW WE PROTECT AND STORE VISITOR INFORMATION?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential.

SECURITY

We place a great emphasis on safeguarding the security of your personal information; however, it's important to note that no method of transmitting or storing data electronically is completely 100% secure. Although we endeavour to employ commercially reasonable measures to secure your personal data, we cannot guarantee its absolute protection.

COOKIES & TRACKING DATA

At The Health Club Online, we use cookies and similar tracking technologies to monitor and analyse activity on our Service and to store certain information.

Cookies are files that contain a small amount of data, including an anonymous unique identifier. These files are sent to your browser from a website and stored on your device. We also use tracking technologies like beacons, tags, and scripts to collect and track information, as well as to improve and analyse our Service.

You can choose to instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, please note that if you do not accept cookies, you may not be able to access certain parts of our Service.

As you browse The Health Club Online & Perimenopause Protocol sites, advertising cookies will be placed on your computer so that we can understand what you are interested in, to personalise your preferences.

To gain insights into our customers' usage of the Site, we employ Google Analytics. For further information on how Google handles your Personal Information: <https://www.google.com/intl/en/policies/privacy/>

You can opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>.

For more information about how targeted advertising works, you can visit the Network Advertising Initiative's ("NAI") educational page at <https://www.networkadvertising.org/understanding-online-advertising/how-does-it-work>.

To opt out of targeted advertising visit:

FACEBOOK - <https://www.facebook.com/settings/?tab=ads>

GOOGLE - <https://www.google.com/settings/ads/anonymous>

BING - <https://advertise.bingads.microsoft.com/en-us/resources/policies/personalized-ads>

In addition, you can opt out of some of these services through the Digital Advertising Alliance's opt-out portal at: <https://optout.aboutads.info/>

ANALYTICS

We may engage third-party Service Providers to help us monitor and analyse the use of our Service such as Google Analytics.

PAYMENT INFORMATION

When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

Our company does not retain or gather any of your payment card information. Instead, this data is directly transmitted to our third-party payment processors who are subject to their own Privacy Policy regarding the use of your personal data. It's important to note that we are not accountable for the actions of these third-party payment processors.

VISITOR RESPONSIBILITIES

As a visitor to this website, you are expected to exercise common sense and take responsibility for your own health, safety, and wellbeing. You are responsible for your own safety and well-being while browsing the internet. Anything you read or view here was written or recorded for a general audience. We can not be responsible for how you use the information we provide. Please note that the health and wellness information we offer is general in nature and should not be considered a replacement for personalised advice from a specialist that takes into account your specific circumstances. It is your responsibility to take care of your health.

If you need further clarification on the appropriateness of the information provided here for your specific circumstances, feel free to reach out to us. Additionally, if you are interested in exploring the possibility of collaborating with us, you can schedule a complimentary discovery call.

By accessing this website, you are agreeing to use it in a responsible and respectful manner. This includes refraining from any malicious behaviour, spamming other users, making defamatory statements about individuals, infecting the website with malware, or attempting to hack into any unauthorised areas of the website. You may only use this website for legitimate purposes such as accessing the content, participating in programs, or purchasing products or services. Additionally, you are prohibited from using this website or content in any way that is illegal or harmful to other individuals or businesses. If any such behaviour occurs, we reserve the right to refuse service, ban you from accessing the website or social media, and take any necessary legal action.

Should you choose to peruse or download any of our written works, including articles and posts, electronic resources, podcasts, or videos, or enrol and partake in any of my online courses, please be aware that the information presented therein is not tailored to suit your individual circumstances. It is up to you to decide whether or not to use this information and in what manner.

The Health Club Online and associated businesses are not liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the website or materials on this site.

DO WE DISCLOSE THE INFORMATION WE COLLECT TO OUTSIDE PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW CAN YOU OPT-OUT, REMOVE OR MODIFY INFORMATION YOU HAVE PROVIDED TO US?

To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

ONLINE POLICY ONLY

This online privacy policy applies only to information collected through our website and not to information collected offline.

DISCLOSURE

At The Health Club Online, we are committed to protecting your privacy and will only disclose your information if required by law or in circumstances permitted by the Privacy Act. This may include situations where we have reasonable grounds to suspect that unlawful activity or serious misconduct relating to our functions or activities has taken place, and in response to a subpoena, discovery request, or court order.

We understand that privacy is important to you, and we encourage you to reach out to us if you have any concerns regarding the disclosure of your personal information.

WARRANTY AND MEDICAL DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, The Health Club Online disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement.

The Health Club Online does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. The Health Club Online does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

The Sites Do Not Provide Medical Advice. The contents of The Health Club Online websites, such as text, graphics, images, programs, information obtained from The Health Club Online, and any other material contained on The Health Club Online Site (“Content”) are for informational purposes only.

The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you read on The Health Club Online Sites.

LIMITATION OF LIABILITY

The Health Club Online shall not be liable for any special or consequential damages that result from the use of, the misinterpretation of information or the inability to use, the materials on this Website

or the performance of the products, even if The Health Club Online has been advised of the possibility of such damages.

The Health Club Online will have no liability to you whatsoever for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or loss of data);

The Health Club Online will have no liability to you for any personal injury, mental illness, disease and/or death;

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through these Websites are for educational and informational purposes only and solely as a self-help tool for your own use.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Websites. You acknowledge that you are participating voluntarily in using our Websites and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgement and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

CODE OF CONDUCT

You may not use The Health Club Online for any illegal or unauthorised purpose. In addition to the laws of Queensland and Australia, you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. The Health Club Online reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

The Health Club Online is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. The Health Club Online cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You

fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the courses offered by The Health Club Online may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

The payment amount and method for each product or service may vary depending on individual circumstances. We do not record or store your account details.

For any paid e-resources, courses, or other products available for purchase, payment will be required prior to the delivery of the product. This means that once payment has been processed for on-demand course, book, resource, etc, the product will only be accessible once the payment has been successfully paid.

EARNINGS DISCLAIMER

Any earnings, income statements or examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that The Health Club Online is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release The Health Club Online and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Websites.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that The Health Club Online is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with The Health Club Online in any way. Because scientific, technology and business practices are

constantly evolving, you agree that The Health Club Online is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Websites to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement The Health Club Online and is merely sharing information for your own self-help. The Health Club Online is not responsible for the Website content, blogs, emails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Websites. Conversely, should our Websites link appear in any other individuals, businesses or entities Websites, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. The Health Club Online is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgement to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that The Health Club Online is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

VARIATION

The Health Club Online shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

The Health Club Online offers support to our clients a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and The Health Club Online Please let us know if you have any complaints or comments at merilyn@thehealthclubonline.com

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

STATEMENT OF UNDERSTANDING - ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between The Health Club Online and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

You acknowledge that you have read and understood these Terms and Conditions, are of lawful age and are legally competent to give the waiver, release and indemnity contained in these terms and conditions.

You acknowledge that the provisions outlined in these Terms and Conditions are contractual in nature, and are intended to be legally binding. They are not simply a warning or a recital.

By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact merilyn@thehealthclubonline.com

CHANGES TO OUR POLICY

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on 4th November 2022.