



TERMS AND CONDITIONS

1 Welcome

- 1.1 Welcome to WithExtraVeg! We offer a range of products and services (together the **Services**) to help you and your family become healthy and happy by embracing a plant based, vegan lifestyle!
- 1.2 Our Services are available through our website, available at withextraveg.net and our mobile application, soon available on both the Apple App Store and the Google Play Store. Together our website and our mobile application are called the **Platform**.

2 Disclaimer

- 2.1 Our Services and the Content on our Platform include nutritional information from FoodWorks but is general in nature and you acknowledge and agree that we do not consider all of your or your child/ children's personal attributes, specific needs, medical conditions, nutritional requirements or circumstances, and in some cases may not be completely accurate or suitable for you or your child/ children.
- 2.2 We do not give medical advice, treatment or diagnoses and you acknowledge and agree that nothing on the Platform or in the Services we provide may be taken to be medical advice, treatment or a diagnosis by us or our representatives, nor are they intended to be a substitute for consulting a medical or health practitioner.

3 Acceptance

- 3.1 By accessing or using our Platform, downloading our mobile application or clicking "I accept" (or similar), you:
 - (a) confirm to us that you have reviewed these Terms and Conditions, including our Privacy Policy (available on the Platform) (**Terms**);
 - (b) confirm you have the legal capacity to enter into a legally binding agreement with us; and
 - (c) agree to use the Platform in accordance with the Terms.
- 3.2 In these Terms, **we**, **our** or **us** means Genevieve Louise Rees-Carter trading as WithExtraVeg ABN 38 935 680 714.
- 3.3 If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you

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agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

4 Services

4.1 We may offer the following services and products all as described on the Platform:

- (a) E-books: which include meal plans, shopping lists, recipes and tips and tricks for going vegan;
- (b) Course: outlining how to raise a family through a vegan diet which also includes lifetime access to the Recipe Membership; and
- (c) Recipe Membership: access to updated vegan recipes for you and your children and access to a private Facebook group where you can connect with other members.

5 Registration

- 5.1 You may place an order to purchase E-books from us without an account or you may choose to create an account with us.
- 5.2 To access the Course, Recipe Membership and when using our mobile application, you will need to register for an account.
- 5.3 You must be at least 18 years old and provide basic information when registering for an account including your name, username, email address, your child/ children's ages and you must choose a password.
- 5.4 You agree to provide accurate, current and complete information during the registration process and regularly update such information to keep it accurate, current and complete.
- 5.5 You are responsible for keeping your account details and your username and password confidential and you will be liable for all activity on your account, including purchases made using your account details. You agree to immediately notify us of any unauthorised use of your account.

6 E-books

- 6.1 Any order placed through the Platform for an E-book is an offer by you to purchase an E-book for the price notified at the time you place your order.
- 6.2 You must pay us the purchase price of each E-book (**E-book Price**) as set out on the Platform at the time you place your order.
- 6.3 Once the E-book Price has been paid in full, a link to your E-book, in the format as set out on the Platform, will be available to you through a third party site or emailed to you. If you have not received your E-book within 24 hours, please email us at the address at the end of these Terms. You are allowed to download your E-book multiple times.

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7 Course

- 7.1 Any order placed through the Platform for the Course is an offer by you to purchase the Course for the price notified at the time you place your order.
- 7.2 You must pay us the purchase price of the Course (**Course Price**) as set out on the Platform and create an account at the time you place your order.
- 7.3 Once the Course Price has been paid in full, you will receive access to the Course through your account as set out on the Platform and lifetime access to a Recipe Membership.
- 7.4 The materials available in the Course may be updated from time to time.

8 Recipe Membership

- 8.1 Any order placed through the Platform for a Recipe Membership is an offer by you to purchase the Recipe Membership for the price notified at the time you place your order.

Lifetime access

- 8.2 You must pay us the purchase price of the lifetime access to the Recipe Membership (**Lifetime Recipe Membership Price**) as set out on the Platform and create an account at the time you place your order.
- 8.3 Once the Lifetime Recipe Membership Price has been paid in full, you will receive lifetime access to the Recipe Membership through your account as set out on the Platform.
- 8.4 Lifetime access means access for as long as we continue to provide our Services. We do not represent or guarantee that (and we specifically exclude and disclaim any warranty that) the Platform and Services will continue to be available for any period or provided to you or accessible in perpetuity.

Subscription access

- 8.5 You may choose to purchase a monthly subscription to the Recipe Membership (**Subscription**) by placing an order through the Platform and create an account at the time you place an order.
- 8.6 You must pay us the subscription fee for the Subscription (**Subscription Fee**) as set out on the Platform at the time you place your order to benefit from the Subscription.
- 8.7 The Subscription Fee will be charged upfront on a monthly basis on the calendar day corresponding to the day when you placed an order for a Subscription (**Payment Date**). In some cases, your Payment Date may change, for example, if payment is unable to be processed or if your Subscription began on a day not contained in a given month.
- 8.8 Subscriptions automatically continue until cancelled in accordance with the cancellation clause below.
- 8.9 We may modify the Subscription Fees from time to time. Any price changes will apply to you no earlier than 30 days following notice to you. The notice may be provided at any time via

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email or via notification to your account. If you do not agree to the price change, you may cancel your Subscription in accordance with the cancellation clause below.

- 8.10 If the payment of the Subscription Fee has not been made on the Payment Date, we may, in our sole discretion, suspend or terminate your Subscription and account in accordance with these Terms.

Cancelling Subscription

- 8.11 You may cancel your Subscription at any time in the account page/ manage Subscriptions (or similar) section of your account settings.
- 8.12 The cancellation will apply to the next month if you cancel your Subscription before the next Payment Date.

9 General payment terms

- 9.1 All payments (including the E-book Price, Course Price, Lifetime Recipe Membership Price and Subscription Fee – together the **Fees**) must be made via one of the payment methods set out on the Platform including our payment processor, currently Braintree (please note the payment processor may change from time to time). You authorise us to debit your payment method, when you purchase a Subscription, or on each relevant Payment Date for your Subscription Fee. Payment of any amounts using a payment processor may be subject to the payment processor's terms and conditions.
- 9.2 It is your responsibility to check the Services you have chosen, including pricing, description, inclusions and other details before you submit your order through the Platform. We do not accept refunds for any Services for change of mind or other circumstances.
- 9.3 To the extent permitted by law, once paid, Fees are non refundable.
- 9.4 Unless otherwise stated on the Platform, all Fees are stated in Australian dollars and are inclusive of GST.
- 9.5 You acknowledge and agree that you must have sufficient funds in your selected payment account in order to pay the Fees and any other amounts due and payable. You are responsible for paying any fees, such as bank fees, for any payments that are dishonoured.
- 9.6 You must not pay, or attempt to pay, any fees by fraudulent or unlawful means.
- 9.7 It is your responsibility to provide valid payment details and ensure that your payment details are up to date. You may update these at any time by contacting us at the details provided below.

10 Promotions

- 10.1 We may from time to time issue promotional discount codes for certain products on the Platform. To claim the discount, you must enter the promotional discount code at the time of submitting your order through the Platform. The conditions of use relating to promotional discount codes will be specified on the Platform at the time they are issued.

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11 Facebook group

- 11.1 When you order a Course or Recipe Membership, you will be invited to a private Facebook group, of which you may remain a member with lifetime access or for the duration of your Subscription. Upon cancellation of your Subscription, you will be removed from the Facebook group. You must not post, share or publish any material in the Facebook group which is indecent, offensive, in breach of any laws, or in breach of any intellectual property rights. We reserve the right to, at any time, remove any content you share in the Facebook group, and remove your access to the Facebook group. Your access to the Facebook group will be subject to Facebook's terms and conditions and we are not liable (including for any refund of the Subscription Fee) if Facebook restricts your access to the Facebook group. Information and User Content shared by other members of the Facebook group is private and confidential. You must keep confidential any information you receive via the Facebook group, including the names of other members.
- 11.2 You may use the Facebook group to communicate and ask questions to our team and other users. You may be permitted to post, create, upload, publicise or otherwise submit content (**Submit**), such as comments, questions, pictures, testimonials and videos on the Facebook group (**User Content**). You must Submit User Content in accordance with these Terms.
- 11.3 We ask you to limit your discussions to topics which are relevant to the Platform. We have the right but not the obligation to appoint moderators of the Facebook group from time to time to ensure that all voices are heard and no inappropriate thread or topic is discussed in the Facebook group.
- 11.4 We reserve the right to remove any posts which we, in our sole discretion, deem to be in breach of these Terms including the 'Exclusions' clause and deem to be inappropriate including posts that:
- (a) defame, harass, threaten, stalk, menace, track, monitor, mistreat, offend or otherwise hurt any person;
 - (b) use obscene or foul language;
 - (c) include link(s) to inappropriate, offensive or illegal material in the Facebook group;
 - (d) could be considered intolerant of a person's race, culture, appearance, gender, sexual preference, religion or age; and
 - (e) interfere with another user.
- 11.5 We are not responsible for the conduct of any user of our Platform. You agree and acknowledge that you participate in the Facebook group including by Submitting User Content at your own risk.
- 11.6 By making available any User Content on or through the Facebook group, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Platform.

11.7 You agree that you are solely responsible for all User Content that you make available in or through the Facebook group. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Platform will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

11.8 This clause will survive termination of these Terms.

12 Intellectual property

12.1 All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel, including but not limited to our resources including our E-books, Course, recipes, guides, tools, tips and email communication with us or other materials (including in connection with the Terms, the Platform and our Services) will at all times vest, or remain vested, in us. Our intellectual property described in this clause and the User Content is referred to in these Terms as **Content**.

12.2 We give you a limited, revocable, non-transferable licence to use, for your personal use, the Content we provide to you as part of our Platform or our Services.

12.3 This clause will survive termination of these Terms.

13 Exclusions

13.1 You must not access or use the Platform, the Content or our Services except as permitted by these Terms and you must not do, omit to do, or authorise any act that would or might invalidate or be inconsistent with our intellectual property rights on the Platform. Without limiting the foregoing provisions, you must not and must not permit any other person to:

- (a) reveal your account password to others or allow others to use your account, E-book, Course or Recipe Membership;
- (b) resell, assign, transfer, distribute or provide others with access to the Platform or any Content from the Platform (including publishing or posting our Content on any other website or on social media pages);
- (c) "frame", "mirror" or serve any of the Platform on any web server or other computer server over the Internet or any other network;
- (d) copy, alter, modify, create derivative works from, reproduce to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Platform or any resources from the Platform;

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- (e) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Platform or any resources from the Platform;
- (f) use the Platform or any resources from the Platform in any way which is in breach of any applicable local, state, federal and international laws and regulations or which infringes any person's rights, including intellectual property rights;
- (g) use the Platform to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
- (h) use the Platform in any way that damages, interferes with or interrupts the supply of the Platform;
- (i) introduce malicious programs into our hardware and software or our hardware, software and services which are integrated and operate together, including our networks, including viruses, worms, trojan horses and e-mail bombs;
- (j) use the Platform to carry out security breaches or disruptions of a network. Security breaches include accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
- (k) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Platform or any resources from the Platform;
- (l) send any unsolicited email messages through or to users of the Platform in breach of the *Spam Act 2003* (Cth) or to send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages or use the Platform in breach of any person's privacy (such as by way of identity theft or "phishing"); or
- (m) use the Platform to circumvent user authentication or security of any of your networks, accounts or hosts.

13.2 This clause will survive termination of these Terms.

14 Limitations

14.1 Despite anything to the contrary, to the maximum extent permitted by law:

- (a) our maximum aggregate liability arising from or in connection with the Terms will be limited to, and must not exceed, the Fees paid by you to us; and
- (b) we will not be liable to you for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,

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whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

- 14.2 Despite anything to the contrary, to the maximum extent permitted by law, and without excluding your Statutory Rights, we will not be liable for, and you waive and release us from and against any Liability caused or contributed to by, arising from or connected with:
- (a) your acts or omissions;
 - (b) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by these Terms;
 - (c) any works, services, goods, materials or items which do not form part of the Services (as expressed in these Terms), or which have not been provided by us;
 - (d) any third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by;
 - (e) unavailability or errors in the Platform, or any delay in us providing the Services to you, for whatever reason;
 - (f) any event outside of our reasonable control; or
 - (g) any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to our Services or the Content.

14.3 This clause will survive termination of these Terms.

15 Australian Consumer Law

- 15.1 Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to our provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in these Terms attempts to exclude, restrict or modify your Statutory Rights as a consumer under the ACL. Any and all other warranties or conditions which are not guaranteed by the ACL are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.
- 15.2 Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (a) to cancel your service contract with us; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.
- 15.3 You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems

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with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

- 15.4 If the ACL applies to you as a consumer, nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.
- 15.5 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or on any other basis.
- 15.6 This clause will survive termination of these Terms.

16 Termination

- 16.1 We may monitor your use of the Platform to determine if you are in breach of these Terms (including by checking the frequency and nature of any downloads and the time of access and IP addresses used to access the Platform).
- 16.2 We may immediately suspend, terminate or limit (at our discretion) your access to and use of the Platform if we reasonably suspect, including as a result of our monitoring of your use of the Platform, that you are in breach of these Terms and the breach cannot be remedied or is not remedied within 5 Queensland business days of us notifying you of the breach or suspected breach.

17 Collection Notice

- 17.1 We collect personal information about you in order to provide you with our Services (i.e your name, email address, ages of your child/ children and other information to enable you to access and use our mobile application), to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- 17.2 We may disclose that information to third party service providers who help us deliver our Platform including information technology service providers, data storage, web hosting and server providers, professional advisors, payment systems operators and our business partners or as required by law (such as Braintree, ConvertKit and Gumroad). If you do not provide this information we may not be able to provide our Services to you. In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.
- 17.3 Our Privacy Policy contains further information about: (i) how we store and use your personal information; (ii) how you can access and seek correction of your personal information; (iii) how you can make a privacy-related complaint; and (iv) our complaint handling process.
- 17.4 By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy.

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18 Notice regarding Apple

- 18.1 To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (Apple), and Apple is not responsible for the Platform and any content available on the Platform.
- 18.2 Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
- 18.3 If our mobile application fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price (if any) of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
- 18.4 Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
- 18.5 Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.
- 18.6 You agree to comply with any applicable third-party terms when using our mobile application.
- 18.7 Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
- 18.8 You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

19 General

- 19.1 This clause will survive termination of these Terms.
- 19.2 **Disputes:** Neither party may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting with a senior representative of the other party to seek (in good faith) to resolve that dispute (unless that party is seeking urgent interlocutory relief or the dispute relates to compliance with this clause).
- 19.3 **No commercial use:** Our Platform is for your personal, non-commercial use only. You must not use our Platform, or any of the Content, for commercial purposes, including any advertising or advertising revenue generation activity on your own website, without obtaining a licence to do so from us.

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- 19.4 **Competitors:** You are prohibited from using our Platform, including the Content, in any way that competes with our business. If you breach this term, we will hold you responsible for Liability we suffer, and hold you accountable for any profits that you may make from non-permitted use.
- 19.5 **Variation:** We may modify these Terms from time to time by notifying you by email. By continuing to use the Platform after such modification, you agree to the amended terms. If you do not agree to the modifications, you must cancel your Subscription and stop using the Platform.
- 19.6 **Notices:** Any notice given under these Terms must be in writing and addressed to us at the details set out below or to you at the details provided when setting up your account. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 4 Queensland business days in the case of post, or at the time of transmission in the case of email.
- 19.7 **Waiver:** Any failure or delay by a party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a party from exercising that power or right or any other power or right. A waiver must be in writing.
- 19.8 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.
- 19.9 **Assignment:** You must not assign any rights or obligations under these Terms, whether in whole or in part, without our prior written consent.
- 19.10 **Governing law:** These Terms are governed by the laws of Queensland, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Platform may be accessed in Australia and overseas. We make no representation that the Platform complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Platform from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Platform.

For any questions and notices, please contact us at:

Genevieve Louise Rees-Carter trading as WithExtraVeg ABN 38 935 680 714

Email: help@withextraveg.net

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