



## TERMS AND CONDITIONS FOR SUBSCRIBING AND JUST BROWSING

Welcome to your subscription with Aurelie Marie Grignard ABN 93 328 191 604 (**Orelie**). Thank you for your interest in subscribing with me.

In these terms, you are referred to as “**you**”.

### What are these terms about?

These terms apply when you use this Website, being [aromaquantisme.com](https://aromaquantisme.com), [champ.aromaquantisme.com](https://champ.aromaquantisme.com)] and any other websites Orelie operates with the same domain name and a different extension (**Website**).

These terms also apply when you purchase a monthly or annual subscription with Orelie (**Subscription**) for access to all videos, audio recordings, live sessions, written material, a community forum and other content accessible from time to time through your Subscription (**Content**).

If you're looking for Orelie's Privacy Policy, which Orelie will comply with and you also agree to be bound by, you can find it here [<https://aromaquantisme.com/privacy-policy>].

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### How do I read these terms?

Orelie has separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- **PART A:** Terms for when you purchase a Subscription (applies to Subscriptions)
- **PART B:** Terms for when you browse and interact with this Website (applies when you browse)
- **PART C:** Liability and warranties, and interpretation provisions (applies to Subscriptions and browsing)

Please let Orelie know if you have any questions about these terms, and don't continue using this Website or purchase a Subscription unless you have read and agree to these terms.

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## DISCLAIMER

Orelie is a quantum therapist. As part of the Subscription, Orelie provides resources on quantum healing, including in relation to the use of natural products, such as aromatic plants and essential oils (**Products**).

By purchasing Orelie's Subscription and using Orelie's Website, you acknowledge and agree to the following:

- (a) **(Not medical advice)** Orelie is not a medical professional and does not provide medical advice, including advice on diagnosing, examining, and treating medical conditions. Any information included in the Content is not a substitute for medical advice. Orelie accepts no responsibility from any adverse effects from using any of the information included in the Content (including in relation to the use of Products). If you think you may have a medical issue, please seek medical advice from a trained medical professional. Any recommendations provided by Orelie as part of the Content are not to be taken as medical advice and are not exhaustive of all possible solutions or remedies. If you are unsure about your use of any information in the Content, Orelie encourages you to seek professional advice.
- (b) **(Suitability - Content)** Before relying on the Content or taking part in the any live sessions, seek medical advice to evaluate any risks. By not seeking such advice, you accept the risk that the Content may not be right for you.
- (c) **(Suitability - Products)** You are responsible for determining whether the Products are suitable for your requirements. You should consult a medical professional prior to using the Products if you are pregnant, breastfeeding or if you are unsure if the Products are appropriate or safe for any allergies, skin conditions or current health circumstances. By purchasing and using Products, you acknowledge and agree that you have satisfied yourself completely on the suitability of the Products for yourself and that you have conducted your own research and enquiries before using the Products. If you are unsure about whether the Products are suitable for you, please seek medical or nutrition advice from a trained medical professional prior to using the Products.
- (d) **(Use - Products)** You should only use the Products as directed on the labelling of the Product and the manufacturer's instructions. You are responsible for applying the Products safely, responsibly and in accordance with your requirements, including instructions on application, dosage and method of intake (as applicable).
- (e) **(Results not guaranteed)** Orelie does not guarantee that the Content will lead to specific outcomes as individual results are based on a large variety of factors.
- (f) **(General information)** Any information provided to you as part of or in connection with the Content is general in nature and may not be suitable for your circumstances. Orelie does not guarantee the accuracy, correctness or completeness of any information provided in the Content.
- (g) **(Medical emergencies)** If you require immediate medical attention, contact your treating general practitioner or call 000. Do not use this website if you have, or think you may have, an emergency or are in critical condition.
- (h) **(Translation errors)** Orelie cannot guarantee that the translated texts on the Website or referred to in the Content have been translated accurately or are reliable. The Content and Website may have translation errors and Orelie suggests you speaking to someone who understands English and your native language. By not engaging an interpreter or translator, you accept the risk that the information in Orelie's Content and Website may have been mistranslated and may not meet your specific, circumstances or goals.
- (i) **(Risk)** Orelie is not responsible for any of your actions, decisions or choices and any methods and techniques implemented by you are done so at your own risk. By not seeking appropriate professional advice, you accept the risk that the information contained in the Content may not meet your specific needs, circumstances or goals.
- (j) **(Release)** You release Orelie and Orelie's officers, employees and contractors, other participants and any other persons involved in the Content (**Releasees**) from any demand, claim, or other proceeding in relation to any injury or death or loss or damage

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to personal property in connection with your participation in the Content, whether or not caused by the negligence of a Releasee.

- (k) **(Laws)** It is your responsibility to comply with applicable laws, including privacy laws.

## **PART A**

### **FOR WHEN YOU PURCHASE A SUBSCRIPTION...**

#### **1. SUBMITTING AN ORDER**

- (a) By submitting an order for purchase of a Subscription using the Website's functionality **(Order)** you represent and warrant that:
- (i) you have the legal capacity and are of sufficient age to enter into a binding contract with Orelie (or someone of sufficient age and capacity is contracting on your behalf); and
  - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where Orelie will provide you with the Subscription you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) This Part A of these terms is not agreed between you and Orelie until Orelie has approved your payment and you receive an email from Orelie confirming that your order has been accepted.

#### **2. YOUR ACCOUNT, YOUR CONTENT, ORELIE'S CONTENT AND LICENCE TO CONTENT**

- (a) To place an Order and purchase a Subscription, you will be required to sign up for a personal account **(Account)**. When you sign up for an Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (b) You agree that you're solely responsible for:
- (i) maintaining the confidentiality and security of your Account information and your password. Do not share your Account information (including login details and passwords) with anyone else; and
  - (ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.
- (c) You also agree to let Orelie know if you detect any unusual activity on your Account as soon as you become aware of it.
- (d) Orelie won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.

#### **3. YOUR CONTENT**

##### **3.1 TYPES OF CONTENT**

As part of using the Website, you may upload images, content, information and materials you share with Orelie, other Account holders or the public, including by using the features of the Website, sharing content in the Community or during Live Sessions or via the Website on social media or by contacting Orelie or another Account holder via the Website, or when you register an Account, including your username **(Posted Materials)**.

##### **3.2 POSTED MATERIALS**

By providing or posting any Posted Materials, you represent and warrant that:

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- (a) you are authorised to provide the Posted Materials;
  - (b) the Posted Materials are free from any harmful, discriminatory, defamatory or maliciously false implications and do not contain any offensive or explicit material;
  - (c) the Posted Materials are not “passing off” of any product or service and does not constitute unfair competition;
  - (d) the Posted Materials do not infringe any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement (**Intellectual Property Rights**);
  - (e) the Posted Materials are accurate and true at the time they are provided;
  - (f) any Posted Materials which are in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
  - (g) the Posted Materials do not contain any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and
  - (h) the Posted Materials do not breach or infringe any applicable laws, regulations or orders.

### 3.3 POSTED MATERIALS – IP LICENCE

By uploading any Posted Materials, you grant to Orelie (and Orelie’s agents or service providers) a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in that Posted Material in order for Orelie to use, exploit or otherwise enjoy the benefit of such Posted Material.

### 3.4 POSTED MATERIALS – INDEMNITY

You indemnify Orelie and their personnel from and against all losses, claims, expenses, damages and liabilities which arise out of any claim by a third party that the Posted Materials infringe the Intellectual Property Rights of any third party.

### 3.5 REMOVAL OF POSTED MATERIALS

Orelie does not have any obligations to screen Posted Materials in advance of them being posted and your compliance with these terms is your responsibility. However, Orelie may, if Orelie chooses, review and remove any Posted Materials at any time without giving any explanation or justification for removing the material and/or information.

## 4. OUR CONTENT

### 4.1 TYPES OF CONTENT

- (a) Orelie will endeavour to ensure that the Content provided will be substantially the same as the Content described on Orelie’s Website.
- (b) The Content may include, from time to time:
  - (i) access to pre-recorded video modules (**Videos**) in Orelie’s online exercise library (**Content Library**);
  - (ii) access to pre-recorded audio modules (**Audio**) in the Content Library;
  - (iii) access to eBooks, workbooks, checklists or other written materials (**Written Resources**) in the Content Library;
  - (iv) access to live online sessions (**Live Sessions**); or
  - (v) access to community forums with other Account holders on the Website, to discuss and share ideas, materials, progress and questions (**Community**),but does not include any one-on-one video or audio sessions with Orelie, or any one-on-one interaction with Orelie via email.

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- (c) Orelie does not guarantee that any new or particular Content added to the Content Library, or that any Content will be added to the Content Library at a particular time or in accordance with a particular schedule. Orelie does not guarantee that all Content in the Content Library from time to time will remain accessible in the Content Library, and Orelie reserves the right to remove Content from the Content Library at any time.
  - (d) Orelie does not guarantee that any particular number of Live Sessions will occur each week.
  - (e) Orelie reserves the right to provide the Content in languages other than English, including (without limitation) French and Spanish.
  - (f) Once you make payment, you will be granted access to the Content by logging into the Website using your Account details. The Videos are to be viewed and the Audio is to be listened to online through your Account and not downloaded.
  - (g) The Content provided as part of your Subscription may, from time to time, include additional content. These terms apply to any additional Content provided by Orelie.
  - (h) In providing you the Content, you acknowledge and agree that:
    - (i) Orelie may engage third party subcontractors to assist Orelie in preparing the Content and you consent to such subcontracting;
    - (ii) while every effort is made to ensure the information in the Content is accurate, it is not a substitute for legal, accounting, medical, financial or professional advice and should not be relied on as such;
    - (iii) it is your responsibility to seek legal, accounting, medical, financial or professional advice before relying on the Content; and
    - (iv) you indemnify Orelie against any liability or loss you suffer as a result of or in connection with your use of or reliance on the Content, including for any claims made against Orelie by third parties.

## 4.2 LICENCE

- (a) You are granted a licence to use the Content purchased by you for your own purposes. Each Account must only be used by one person, and you must not give access to your Account or the Content to any other person.
- (b) Your licence will continue for the period that you maintain a valid Subscription.
- (c) Orelie will revoke your licence and terminate your Account and your Subscription immediately and without prior notice if Orelie suspects, for any reason, that you are misusing the licence (for example, by distributing the Content to other people or giving access to your Account to other people) or you are not complying with these terms. In the event your license is revoked, and your Account and your Subscription are terminated, you will not be entitled to a refund of the Fees.

## 4.3 COMMUNITY GUIDELINES

- (a) As part of the Content, you may have access to the Community. You acknowledge and agree that Orelie's Community is a shared platform, which is not supervised or screened by Orelie. You are responsible for your own conduct in Orelie's Community and, by participating in Orelie's Community, you choose to do so at your own risk. You must at all times be respectful of others, including not posting any explicit, pornographic, homophobic, racist or otherwise offensive or derogatory material.
- (b) Anything you post or share in the Community forms part of the Posted Materials as defined and governed by clause 3.

## 5. PAYMENT

### 5.1 PAYMENT GENERALLY

- (a) **(Payment obligations)** Unless otherwise agreed in writing, you must pay for your Subscription at the time of placing an Order.

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- (b) **(Card surcharges)** Orelie reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).
  - (c) **(Online payment partner)** Orelie may use third-party payment providers (**Payment Providers**) to collect payments for your Subscription, currently Stripe and Paypal. The processing of payments by the Payment Providers will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Providers and Orelie is not liable for the security or performance of the Payment Providers. Orelie reserves the right to correct, or to instruct Orelie's Payment Providers to correct, any errors or mistakes in collecting your payment.
  - (d) **(Pricing errors)** In the event that Orelie discovers an error or inaccuracy in the price at which your order was purchased, Orelie will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your Order. If you choose to cancel your Order and payment has already been debited, the full amount will be credited back to your original method of payment.
  - (e) **(currency)** All prices on Orelie's Website are in Euros.

## 5.2 PAYMENT FOR YOUR SUBSCRIPTION

- (a) You must pay fees to Orelie in the amounts and at the times specified at the time of check-out, either on a monthly or annual basis (**Subscription Fees**).
- (b) All Subscription Fees must be paid in advance.
- (c) Orelie reserves the right, from time to time, to change the Subscription Fees. Orelie will notify you in advance if Orelie does this.
- (d) Subscription Fees will be taken using direct debit (**DD**). If you have signed up for a Subscription, you:
  - (i) authorise direct debit in line with Orelie's Payment Provider's separate DD Authorisation Form and any DD Agreement as applicable;
  - (ii) agree to enter into any DD Agreement required by Orelie's Payment Providers;
  - (iii) authorise Orelie to charge your bank account or credit card in advance in line with any DD Authorisation Form and any DD Agreement;
  - (iv) must ensure that there are sufficient funds available in your account to allow Orelie's Payment Providers to debit the Fees payable;
  - (v) acknowledge and agree that there may be additional payments required from the Payment Providers if you miss or fail to make any payment. These terms are separate and in addition to this agreement; and
  - (vi) acknowledge that Orelie will not pay any charge back amount if you fail to cancel your Subscription in accordance with this clause. By choosing a recurring payment plan, you acknowledge that your Subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to your cancellation of your Subscription. Orelie may submit periodic charges for the Subscription Fees without further authorization from you, until you provide prior written notice (receipt of which is confirmed by us) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Orelie could reasonably act on such notice. To terminate your authorization or change your payment method, please use the functionality on the Website or contact Orelie via the Website.

## 6. CANCELLATIONS & REFUNDS

### 6.1 CANCELLATION OF YOUR SUBSCRIPTION

- (a) If you selected a monthly Subscription:

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- (i) Unless otherwise agreed in writing, the Subscription Fees are due and payable on a monthly basis, with the first payment being due on the date you pay for the Subscription.
  - (ii) Your Subscription will continue to renew on a monthly basis indefinitely, and you must pay Subscription Fees in respect of each monthly period unless you cancel your Subscription using the functionality on the Website, in which case your Subscription will end at the end of the then-current monthly period, and you will be charged for that monthly period. Otherwise, Orelie will continue to debit the Subscription Fees from your account each month.
- (b) If you selected an annual Subscription:
- (i) Unless otherwise agreed in writing, the Subscription Fees are due and payable on an annual basis, with the first payment being due on the date you pay for the Subscription.
  - (ii) Your Subscription will continue to renew on an annual basis indefinitely, and you must pay Subscription Fees in respect of each annual period, unless you cancel your Subscription using the functionality on the Website, in which case your Subscription will end at the end of the then-current annual period, and you will be charged for that yearly period. Otherwise, Orelie will continue to debit the Subscription Fees from your account each year.

## 6.2 REFUNDS

- (a) If you have an issue with any of the Content, please contact Orelie via the Website. Orelie will only refund the Subscription Fees for change of mind if you request a refund from Orelie within 30 days of paying for your first Subscription.
- (b) Orelie will not refund your Subscription Fees under clause 6.2(a) for any additional Subscriptions that you purchase after your first Subscription.
- (c) Nothing in this clause 6 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth) and any other law in the relevant jurisdiction.

## 7. INTELLECTUAL PROPERTY

- (a) Orelie retains all intellectual property rights in the design of the Content. You must not attempt to copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, decompile, download or otherwise commercialise the Content.
- (b) In this clause, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

## 8. PUBLISHING PHOTOS ONLINE / ON SOCIAL MEDIA

- (a) You may publish photos of the Content online or on social media (or both), and Orelie asks that you please provide accreditation to Orelie by reference or hashtag. Orelie reserves the right to require you to remove any posts that feature the Content or remove any accreditation to Orelie.
- (b) If you provide photos to Orelie of anything you produce as a result of the Content, Orelie may publish those photos online, including on Orelie's Website or social media accounts, without any rights of accreditation to you. Orelie may accredit you if appropriate information is provided.

## 9. THIRD PARTIES

### 9.1 THIRD PARTY TERMS AND CONDITIONS

- (a) By purchasing a Subscription, using the Content, or any other third party service, you acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.

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- (b) You agree to any Third Party Terms applicable to any third party goods and services, and Orelie will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.
  - (c) Third Party Terms which will apply to your use of the Subscription include:
    - (i) Wordpress.com, terms accessible here: <https://wordpress.com/tos/>;
    - (ii) Vimeo, terms accessible here: <https://vimeo.com/terms>;
    - (iii) Zoom, terms accessible here: <https://zoom.us/terms>;
    - (iv) Invision Community, terms accessible here: <https://invisioncommunity.com/legal/>; and
    - (v) Formidable Forms, terms accessible here: <https://formidableforms.com/terms-and-conditions/>.

## 9.2 THIRD PARTY CONTENT

The Content may contain text, images, data and other content provided by a third party (**Third Party Content**). Orelie is not responsible for any of this Third Party Content and Orelie makes no representation or warranty about the quality, suitability, accuracy, reliability, currency or completeness of any Third Party Content.

## 9.3 THIRD PARTY LINKS

The Content may also contain links to websites operated by third parties (**Third Party Links**). Third Party Links are provided for convenience and may not remain current or be maintained. Orelie does not endorse and is not responsible for Third Party Links and has no control over or rights in linked websites.

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## **PART B**

### **FOR WHEN YOU BROWSE THIS WEBSITE**

#### **10. ACCESS AND USE OF THE WEBSITE**

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

#### **11. YOUR OBLIGATIONS**

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Orelie;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing a Subscription;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Orelie, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
  - (iv) instigate or participate in a denial-of-service attack against the Website.

#### **12. INFORMATION ON THE WEBSITE**

- (a) While Orelie makes every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that Orelie does not (to the maximum extent permitted by law) guarantee that:
  - (i) the Website will be free from errors or defects (or both, as the case may be);
  - (ii) the Website will be accessible at all times;
  - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
  - (iv) information you receive or supply through the Website will be secure or confidential; and
  - (v) any information provided through the Website is accurate or true.
- (b) Orelie reserves the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

#### **13. INTELLECTUAL PROPERTY**

- (a) Orelie retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads

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and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.

- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Orelie or as permitted by law.
- (c) In this clause, "**intellectual property rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

#### **14. THIRD PARTY TERMS AND CONDITIONS**

- (a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.
- (b) You agree to any Third Party Terms applicable to any third party goods and services, and Orelie will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

#### **15. LINKS TO OTHER WEBSITES**

- (a) The Website may contain links to other websites that are not Orelie's responsibility. Orelie has no control over the content of any linked websites, and Orelie is not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply Orelie's approval or endorsement of the linked website.

#### **16. THIRD PARTY HOSTING**

- (a) This Website is hosted by a third party and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you.
- (b) To the maximum extent permitted under applicable law and Orelie's agreement with Orelie's third party hosting provider, Orelie will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Orders.

#### **17. SECURITY**

Orelie does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

#### **18. REPORTING MISUSE**

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact Orelie via the Website immediately using the contact details, chat function or form provided on Orelie's Website.

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## PART C

### LIABILITY AND OTHER LEGAL TERMS

#### 19. LIABILITY

- (a) To the maximum extent permitted by applicable law, Orelie limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any Subscription or services provided by Orelie to the Subscription Fees paid for your Subscription.
- (b) All express or implied representations and warranties in relation to your Subscription and the associated services performed by Orelie are, to the maximum extent permitted by applicable law, excluded.
- (c) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**) or similar consumer protection laws in jurisdictions other than Australia. Under the ACL, you may be entitled to certain remedies (like a refund or replacement) if there is a failure with the goods or services Orelie provides.
- (d) (**Indemnity**) You indemnify Orelie and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives':
  - (i) breach of any of these terms;
  - (ii) use of the Website; or
  - (iii) use of any goods or services provided by Orelie.
- (e) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Orelie be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Subscription, Content or services provided by Orelie (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)) or similar legislation in jurisdictions other than Australia.

#### 20. GENERAL

##### 20.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

##### 20.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

##### 20.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

##### 20.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

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20.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

20.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

20.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

20.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation;
- (j) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision; and
- (k) **(prevailing language)** these terms have been prepared in English and if translated into a language other than English:
  - (i) that translation shall be for convenience only and shall have no legal force or effect; and
  - (ii) the English version shall in all events prevail and be paramount in the event of any differences, questions or disputes concerning the meaning, form, validity, or interpretation of this agreement.

21. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

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- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
- (i) 24 hours after the email was sent; or
  - (ii) when replied to by the other party,
- whichever is earlier.