

## **PURCHASE TERMS & CONDITIONS**

Thank you for purchasing products and/or services from Born To Be Free (ABN 31 164 229629). By completing this online purchase you agree to the following Terms and Conditions.

## **REGISTRATION, CONFIRMATION & DELIVERY**

1. Your registration at events and personal coaching can only be confirmed when payment is received in full. For one-on-one training with Teymara confirmation will be made when a 50% deposit has been received. For products where delivery applies, your purchases will be shipped once payment is received in full.

## **BILLING**

2. Billing is by credit card via our website in advance or by other means with written agreement from Teymara Antonio-Wright or a representative of Born To Be Free Seminars.

## **NON-REFUNDABILITY**

3. Please note your investment represents a commitment to your goals. As such, payment for your CD program(s), separate cd's & seminars plus one-on-one sessions, presentation of one-on-one programs and coaching by Teymara is non-refundable.

4. Payment for seminars are transferable to the same named seminar only. Seminar place is non transferable to another person. Participant can not transfer the monies to another seminar that is held by the Born To Be Free Seminars company.

5. If the Born To Be Free Seminar company cancels an event, or Teymara has to cancel any on-on-one work for any reason and another date doesn't work for you, we will refund you the Investment you have actually paid to us within 10 days of giving you notice of cancellation. We shall have no further liability to you in respect of the cancellation.

6. You acknowledge that you shall not be entitled, and shall not claim a refund. You further acknowledge that this is an essential term of this agreement on which we rely. In the case of one-on-one program presentation by Teymara the 50% deposit to secure her time in advance is non-refundable if the booking is cancelled by client.

## **INTELLECTUAL PROPERTY**

7. We have all right, title and interest in all intellectual property used by us in providing our products and services and all intellectual property we may develop as a result of the provision of the products and services.

8. In providing the products and services to you, we do not transfer title to you in any intellectual property and title to all such intellectual property remains with us.

9. You may not: (a) alter any of our intellectual property or the Materials; or (b) copy or reproduce the content of any of the products and services or the Materials; or (c) on sell the intellectual property or the Materials ('IP') or supply the IP to third parties.

10. You authorize us to use any intellectual property created by us in providing the Products and Services for any purpose it may require, including, without limitation, marketing and promotions of our services.

### **LIABILITY**

11. Born To Be Free Seminars works on the basis that you are fully responsible for your own life and decisions. Presenters and Teymara will offer suggestions, options, and coaching, based on their own life and professional experience. Any decision(s) about a course of action you take is yours, and you accept full responsibility for such decisions. You should carefully evaluate the consequences of various options, and decide accordingly. Born To Be Free Seminars and Teymara Antonio-Wright makes no representation, or warranty to you that any of the methods, sessions, cd's or activities will work for your particular circumstances and in no way guarantees any results. This also applies to any product that Born To Be Free Seminars and Teymara Antonio-Wright supports and/or promotes.

### **AGREEMENT NOT TO HOLD LIABLE, AND INDEMNITY**

12. You acknowledge that the Born To Be Free Seminars programs, CD sets and CD's plus personal one-on-one sessions with Teymara, one-on-one program presentations plus personal life coaching by Teymara may be personally and emotionally challenging and that there may be occasions by which you may feel such challenges – including, but not limited to frustration, annoyance, and stress. You will not hold Born To Be Free Seminars nor Teymara Antonio-Wright liable for any loss of cost incurred by you (or any person related to or associated with you, including but not limited to your customers) in the event of mental, physical, financial, emotional stress, or distress (or other ailment or condition) caused either directly or indirectly in relation to the Products and Services. You shall indemnify Born To Be Free Seminars and Teymara Antonio-Wright in the event of any such claim, including but not limited to any claims made against Born To be Free Seminars and Teymara Antonio-Wright by any person related to or associated with you, including but not limited to your customers. Anything part of a Born To Be Free Seminars program, any Born To Be Free cd or cd program plus any one-on-one sessions conducted by Teymara Antonio-Wright – verbally or in writing – shall not be constituted to be advice of any kind, including, but not limited, to medical, psychological, legal, financial, counseling, business, or actuarial advice. You warrant that you do not have a history of mental illness. Further, you warrant that you are not currently undergoing therapy of any kind, or that if you are; you have obtained the express permission of your therapist or medical practitioner to participate in a Born To Be Free Seminars program, use the Born To Be Free CD's and CD sets or participate in a one-on-one session, a one-on-one program, or participate in one-on-one coaching with Teymara Antonio-Wright . If

you cannot make these warrants, you have an obligation to inform the director of Born To Be Free Seminars, Teymara Antonio-Wright of any such history, or any past therapy sessions, in so doing, you can discuss if your attendance to a Born To Be Free Seminars program or do any one-on-one work with Teymara is appropriate for your circumstances. Discussion re listening to any CD set or single CD's must be held by you with your therapist or medical practitioner. Please note that the following is stated on the CD set(s) and single CD covers:

If under the guidance of a health care professional permission must be established prior to use of this CD set.

13. We: (a) exclude all terms, conditions and warranties implied by custom, the general law or statute or which cause any part of this agreement to be void ('Non-excludable condition'); (b) limit our liability to you for breach of any Non-excludable Condition to the total amount actually paid by you under this agreement; (c) limit our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of the Seminar Services, CD's and CD sets, plus one-on-one work with Teymara Antonio-Wright to the total amount actually paid you under this agreement; and (d) excludes all liability for consequential damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relation to the Products and Services or your exercise or rights under this agreement.

#### **GENERAL**

14. All notices or other communications must be made to [theoffice@teymarainc.com](mailto:theoffice@teymarainc.com)

15. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

16. Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

17. This agreement may not be varied except in writing signed by the other party.

18. Should any provision of this agreement be held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

19. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.

20. This agreement is governed by the law in force in the state of Victoria, Australia and the parties submit to the exclusive jurisdiction of the Courts of Victoria.

### **COPYRIGHT AND TRADEMARK STATEMENT**

21. All materials posted on this site are subject to copyright owned by Born To Be Free Seminars and Teymara Antonio-Wright and other individuals or entities. Any reproduction, retransmission, or republication (in whole or in part) of any document or information found on this site is expressly prohibited, unless otherwise agreed to by Born To Be Free Seminars and Teymara Antonio-Wright or other copyright owner and expressly granted in writing to consent to reproduce, retransmit, or republish the material. All other rights reserved.

22. Any individual, organization, or company wishing to use Born To Be Free Seminars plus Teymara Antonio-Wright's trademarks must obtain the right to do so in writing from Born To Be Free Seminars and Teymara Antonio-Wright.

### **PRIVACY STATEMENT**

Born To Be Free Seminars (ABN 31 164 229629) understands that you value your privacy and wish to have your personal information kept secure. For these reasons, Born To Be Free Seminars place a high priority on the security of the information we hold. We have developed this policy to inform you of how we manage your personal information and maintain its integrity and security.

We are bound by the Privacy Act 1988 and must comply with the National Privacy Principles. You can find more information about the Privacy Act and the National Privacy Commissioner's website at [www.privacy.gov.au](http://www.privacy.gov.au).

While we believe in keeping your personal information highly secure, we also believe that you have the right to be informed about how we deal with that information so, if on reading this policy you are unclear on any of the matters or simply want more information, please contact us on the telephone number or addresses below.

### **COLLECTING PERSONAL INFORMATION**

We aim to collect personal information only if it is relevant and necessary in providing the service or product you have requested from Born To Be Free and Teymara Antonio-Wright. In general you can assume that we collect and hold the following information:

- \*Name
- \*Address
- \*Email address
- \*Telephone and fax number
- \*Mobile or Cell number
- \*Organisation (if applicable)
- \*Birthdate
- \*Creditcard details if paying by credit card

We only collect this information from you directly or you will apply it by purchasing product or seminar participation through shopping cart. Naturally we collect and hold a broad range of personal information gathered during the course of providing our products and services. However, as stated above, we strive to ensure that we collect and hold only that personal information which is relevant and necessary to your specific matters.

### **PURPOSES OF COLLECTION**

We collect information primarily to record appropriate details for any order you have placed with Born To Be Free Seminars. We may Also use the information:

- To send you newsletters
- To invite you to forthcoming events
- To inform you of our products and services
- To inform you of developments at Born To Be Free Seminars plus Teymara's other career activities.

The whole Born To Be Free Seminars team does NOT have access to your personal information. Only authorized Head Office staff and others, who are specifically relevant to the products or services you have ordered are given restricted access to your details.

### **THIRD PARTIES**

The following third parties may have access to personal information.

- IT technicians may have access when providing on-site support although it is our practice for them to work under supervision.
- File storage services
- St. George Bank and Direct 1 (the authorized bank and payment gateway used for credit card transactions)

We will not otherwise disclose information about you unless the disclosure:

- Is required by law
- Is authorized by law or
- You have consented to our disclosing the information about you.

### **PERSONAL INFORMATION QUALITY**

We are committed to maintaining the security and confidentiality of the data you provide us and we will take all reasonable precautions to protect your personal information from unauthorized disclosure, use or alteration.

We have the following security measure in place to protect your information:

- Our offices are protected by security alarms set with individual PIN codes;

- We only store printed copies of agreement and release forms that are made out by you at your Born To Be Free Seminars program;
- All staff are required to sign Born To Be Free Seminars Policy and Procedures covering privacy and confidentiality of your information;
- Access to all information is password protected; and
- Our website is protected by a firewall.

### **ACCESSING YOUR PERSONAL INFORMATION**

You have a right to access all personal information that we hold about you. This can be done at your convenience by logging into the website and viewing your account and profile information.

We are not required to provide access where:

- \* Denying access is required or authorized by law; or
- \* Providing access would be unlawful

### **CHANGES TO THIS STATEMENT**

This Privacy Policy is not a static document, we may make changes to this Privacy Policy from time to time for any reason. We will publish these changes on our website.

### **CONTACTING US**

If you would like further information regarding the Privacy Policy, if you have concerns about the information that we currently hold about you, or any aspect of this Privacy Policy, please contact the Privacy Office at: [theoffice@teymarainc.com](mailto:theoffice@teymarainc.com)