

Held Midwifery/Hannah Willsmore

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- 1.1. Welcome to www.hannahwillsmore.com (the '**Website**'). The Website provides you with an opportunity to browse and purchase a variety of online courses and Eproducts that have been listed for sale through the Website as well as browse and purchase the services of Held Midwifery/Hannah Willsmore (the '**Products**'). The Website provides this service by way of granting you access to the content on the Website (the '**Purchase Services**').
- 1.2. The Website is operated by Hannah Willsmore (ABN: 31 106 404 615). Access to and use of the Website, or any of its associated Products, is provided by Hannah Willsmore. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Products, immediately.
- 1.3. Hannah Willsmore reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Hannah Willsmore updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Hannah Willsmore in the user interface.

3. Personal Information

- 3.1. When purchasing a Product, you will be required to provide personal information such as your name, address and e-mail address.
- 3.2. You agree that all details that you have provided in completing the purchase are true and correct.
- 3.3. Your personal information is kept in accordance with the Hannah Willsmore Privacy Policy ('**Privacy Policy**') which can be accessed via the Website.

4. Purchase of Products and Returns Policy

- 4.1. In using the Purchase Services to purchase the Products through the Website, you will agree to the payment of the purchase price listed on the Website for the Products (the '**Purchase Price**').
- 4.2. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (the '**Payment Gateway Providers**').
- 4.3. In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

- 4.4. Following payment of the Purchase Price being confirmed by Hannah Willsmore, you will be issued with a receipt to confirm that the payment has been received and Hannah Willsmore may record your purchase details for future use.
- 4.5. You acknowledge and agree that where a request for the payment of the Purchase Price is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Purchase Price.
- 4.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.
- 4.7. Hannah Willsmore and Held Midwifery does not provide refunds for Eproducts. Please keep this in mind when making a purchase.

5. Held Empowering Birth Classes

- 5.1. The Website offers you the opportunity to book and purchase the in-person birth preparation course titled *Held Empowering Birth Classes* (the '**Held Empowering Birth Course**'). If you choose to purchase the Held Empowering Birth Course, you will be bound by the purchase terms and conditions provided at the point of purchase.
- 5.2. If you choose to purchase the Held Empowering Birth Course, Hannah Willsmore agrees to perform the services for you, for the fees, at the location and on the date/s as set out on the Held Empowering Birth Course information page and payment page.
- 5.3. The Held Empowering Birth Course is non-refundable. This means if you wish to terminate your involvement early, you will not be provided with a refund.
- 5.4. If you are no longer able to attend your original booking date, Hannah Willsmore may at its sole discretion, and depending on availability, allow you to alter your booking to allow you to participate in the Held Empowering Birth Course on an alternative date. Any request to alter your booking must be made in writing to hello@heldmidwifery.com.au at least 21 days prior to the Held Empowering Birth Course commencement date.
- 5.5. If the Held Empowering Birth Course is cancelled by Hannah Willsmore before the scheduled start date and time, for any reason whatsoever, you will receive a full refund of the fees. Hannah Willsmore will communicate with you directly.
- 5.6. Hannah Willsmore may reschedule the Held Empowering Birth Course at any time. If you are not able to attend the new date, you will be provided with a full refund of the fees.
- 5.7. Hannah Willsmore will not be liable for any loss or damage arising from any cancellation, rescheduling or alteration of the Held Empowering Birth Course.
- 5.8. If at Hannah Willsmore's sole discretion, Hannah Willsmore forms the opinion that it is unable to provide the Held Empowering Birth Course in-person due to the covid-19 pandemic, the Held Empowering Birth Course will be converted to an online format.
- 5.9. No refund will be available to you should the Held Empowering Birth Course be held online due to the covid-19 pandemic

6. Delivery of Online Courses and License Information

- 6.1. The Website offers you the opportunity to purchase a variety of self-guided online courses ('**Online Course**'). Each Online Course purchase grants to you access to the Online Course through Teachable, the Member Portal (the '**Member Portal**').
- 6.2. When you purchase an Online Course through the Website, Hannah Willsmore grants you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific Online Course and any related software, content, equipment or other materials for your specific, non-commercial use only (the '**Licence**').
- 6.3. The Licence is valid for the Online Course term ('**Licence Term**'). This means the Online Course will be viewable via the download link for the Licence Term only. After this time the Online Course will expire and you will no longer be able to access the Online Course.
- 6.4. The Online Courses are intended for use in a single household within the licence Term only. Sharing of Your Licence is prohibited. This includes the sharing of any supplemental Online Course materials, booklets, and access to any other aspect of the Online Course.

7. Warranty

- 7.1. Hannah Willsmore will use its best efforts and take all reasonable steps to help you achieve the desired results. However, Hannah Willsmore makes no warranty that the Products will meet your requirements or that all clients will achieve the same results.
- 7.2. The Products do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Product, you are entitled to cancel Your contract with Hannah Willsmore, and are entitled to a refund for the unused portion, or to compensation for its reduced value.

8. Release and Waiver

- 8.1. Hannah Willsmore and the Held Midwifery Team will maintain childbirth, breastfeeding and maternity education and midwifery standards established by the Australian Health Practitioner Regulation Agency (**AHPRA**) and the International Board of Certified Lactation Consultants (**IBCLC**).
- 8.2. You agree that when you purchase a Product, including participation in the Held Empowering Birth Course or an Online Course, you are solely responsible for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from Hannah Willsmore's relationship with you, its educational materials and interactions with you. As such, you agree that Hannah Willsmore is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any Products it provides.
- 8.3. You understand that the Products are not a substitute for medical attention, examination, diagnosis or treatment. Additionally, the Products are not to be used as a substitute for counselling and mental health care. It is your exclusive responsibility to seek such independent professional guidance as needed.
- 8.4. You agree to release and discharge Hannah Willsmore from and against all claims arising out of or in connection with provision of the Products and any techniques employed in pre-natal preparation, post-natal preparation and any other information

including in relation to the birthing process. This release includes but is not limited to any claim for personal injury, damages and death of any participant which has received training or a Product from Hannah Willsmore.

9. Copyright and Intellectual Property

- 9.1. The Website, the Purchase Services and all of the related Products of Hannah Willsmore/Held Midwifery are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Website (including text, graphics, logos, button icons, video images, audio clips and software) (the '**Content**') are owned or controlled for these purposes, and are reserved by Hannah Willsmore or its contributors.
- 9.2. Hannah Willsmore retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Hannah Willsmore; or
 - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 9.3. You may not, without the prior written permission of Hannah Willsmore and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

10. Privacy

Hannah Willsmore/Held Midwifery takes your privacy seriously and any information provided through your use of the Purchase Services are subject to Held Midwifery's Privacy Policy.

11. General Disclaimer

- 11.1. You acknowledge that Hannah Willsmore/Held Midwifery does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.
- 11.2. Product descriptions posted on Hannah Willsmore' Product Website are used as an indication of the Products rather than an actual representation. Hannah Willsmore accepts no responsibility for inaccurate information supplied to you.
 - (a) The website may contain technical inaccuracies or typographical errors or omissions. Hannah Willsmore is not responsible for typographical, pricing, Product information or advertising.
 - (b) Advertised prices and availability are subject to change without notice. Hannah Willsmore/Held Midwifery reserves the right to make changes, corrections and/or improvements to the Website, and to the Products described in such information, at any time without notice.

- 11.3. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 11.4. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) Hannah Willsmore will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 11.5. Use of the Website, the Purchase Services, and any of the products of Hannah Willsmore/Held Midwifery is at your own risk. Everything on the Website, the Purchase Services, and the Products of Hannah Willsmore, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Hannah Willsmore make any express or implied representation or warranty about its Content or any Products or Purchase Services (including the Products or Purchase Services of Hannah Willsmore) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
 - (d) the Content or operation in respect to links which are provided for the User's convenience;
 - (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
 - (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

12. Information Disclaimer

- 12.1. Hannah Willsmore/Held Midwifery does not guarantee specific results or experiences through the use of the Products. Any information, advice, content or documentation provided through the Products, including in any Eproducts, in the blog, on the Website or on any other related platform do not constitute medical,

professional, psychological or other advice, and are provided for general information and guidance purposes only.

- 12.2. All care is taken in the preparation of the information and published materials including in the Products, in the associated blog, on the Website or on any other related platform. Hannah Willsmore does not make any representations or give any warranties about its accuracy, reliability, completeness or suitability for any particular purpose.
- 12.3. To the extent permissible by law, Hannah Willsmore will not be liable for any expenses, losses, damages (including indirect or consequential damages) or costs which might be incurred as a result of the information being inaccurate or incomplete in any way and for any reason or your reliance on the information, advice or documentation in the Products, associated blog, on the Website or on any other related platform.

13. Mailing List Registration

- 13.1. You will be given the option to register for the Held Midwifery Mailing List (the '**Mailing List**').
- 13.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Email address
 - (a) Name
- 13.3. If you choose to register for the mailing list, you agree to receive promotional material, updates and other content from Hannah Willsmore and Held Midwifery.

14. Limitation of Liability

- 14.1. Hannah Willsmore' total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Hannah Willsmore is the resupply of information or Purchase Services to you.
- 14.2. You expressly understand and agree that Held Midwifery, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 14.3. Hannah Willsmore/Held Midwifery is not responsible or liable in any manner for any site content (including the Content and Third Party Content such as birthing videos) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of Hannah Willsmore, by third parties or by any of the Purchase Services offered by Hannah Willsmore.

15. Indemnity

- 15.1. You agree to indemnify Hannah Willsmore, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

16. Venue and Jurisdiction

The Purchase Services offered by Hannah Willsmore/Held Midwifery is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of South Australia, Australia.

17. Governing Law

The Terms are governed by the laws of South Australia, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of South Australia, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

18. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

19. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.