

TERMS & CONDITIONS

1. Ownership

1.1 Copyright © 2016; This copyright notice applies to the website:

- (a) www.littlefitmiss.com
- (b) is owned by Sarah Sunderland

1.2 Copyright exists in the websites and includes and extends to all text, images, graphics, photographs, designs, logos, icons, videos, audios and recordings, words, phrases, proprietary pages and product names referred to and included in the websites unless otherwise obtained from a third party who may itself have its own copyright in that material.

1.3 Intellectual property means all our proprietary rights and interests including but not limited to all intellectual or industrial property whether registered, or unregistered, non-existing or coming into existence in the future in connection with or related to or otherwise created, invented, designed or otherwise owned by us, as referred to in these terms and conditions as varied from time to time and without limitation includes copyright, trademarks, designs, patents, character names, writings, digital content, business names, inventions, ideas, symbols, artwork, confidential information and moral rights as defined in the Copyright Act 1966 (Cth) and under the law of a country other than Australia.

2. Definitions

2.1 For the purposes of these terms and conditions in addition to paragraph 1 the following definitions apply:

- (a) Our, ourselves, us, we, refer to Sarah Sunderland and affiliates who for the purposes of these terms and conditions refers to any person or entity we directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in us and/or is an entity who has the right to operate with or on behalf of ourselves;
- (b) Party refers to a party to these terms and conditions and it includes that party's

successors, administrators and assignors and where a party consists of more than person, then these terms and conditions bind them jointly and each of them severally;

(c) You or yours refers to you, the person accessing the website and agreeing to the terms and conditions of your use of the website and its contents;

(d) licence means these terms and conditions for use of this website and its contents;

(e) one gender includes each other gender;

(f) the single includes the plural and the plural includes the singular;

(g) Forum means the Forum where registered members are able to communicate together;

(h) Registration means registration to use the website, the Program and/or the Forum;

(i) Website means collectively the website <https://www.littlefitmiss.com>, Forum, Program, products and/or services offered or provided by or in the websites.

(j) Affiliates means any of our associated entities as that term is defined in the Corporations Act 2001 (Cth).

3. Scope of Licence

3.1 By virtue of these terms and conditions, you are granted a non-exclusive, non-transferable, non-sublicensable licence to personally access and use, for non-commercial purposes, the Website and the services offered on the Website.

3.2 You may not use the Licenced eBook's, exercise programs, plans, membership page or videos on more than one computer system or device concurrently

3.3 Full-scale reproduction of ebook, exercise programs, plans or exercise video's contents is expressly prohibited.

3.4 The term of this Licence shall be for a term of 5 years from the date of registration of your activation.

4. Use of Website

4.1 These terms and conditions govern your right to use the Website and your access to and use of the Program, the Forum, the membership page and/or any products or services acquired in relation to the Program and/or the Website and/or any links provided on the Website to other websites.

4.2 In downloading any content from the Website to your computer, you do not receive any ownership rights to such content and by downloading any content you agree not to use the content for any unlawful purpose and you agree that your use of the Website is only for your personal use and not for any commercial or other use contrary to these Terms and Conditions and our legal rights in respect of the Website, the Program, the membership page and/or the Forum.

4.3 You agree that when you register, activate and download and programs, workout videos, workout plans or ebooks you will not reproduce, distribute in person, publish, republish, print, upload to any third party, post on any social media site or forum, or distribute or modify or otherwise deal with any content in the Website in whatever format, personally or otherwise, and/or provide it, or any part of it, to a third party that would otherwise infringe our intellectual property rights.

4.4 You agree that in downloading any service or product from the Website, you will not rent, lease or lend it to a third party nor decompile, reverse engineer, modify or derive content from the Website and/or make it available over a network where it could be used by multiple devices at the same time

4.5 You agree that your use of the Website will not violate any laws without limitation, including those governing competition, advertising, consumer protection laws, privacy, obscenity, spamming, stalking, intellectual property rights and/or defamation in Australia and when accessed in another jurisdiction the laws of that jurisdiction and Australian law, so far as the laws are not inconsistent, in which case you agree to be bound by the laws for Queensland, Australia.

4.6 You agree that in using the Website, you will not post threatening, harassing, defamatory, obscene, offensive, hate mail or speech or facilitate others to commit such acts in whatever format.

4.7 You agree that you will not post comments about the Website, any of its content, its individual representatives, officers, directors, consultants and/or employees without the prior written consent of ourselves.

5. Your Agreement

5.1 In accessing the Website, including any and all webpages, the Program and/or the services and products, information, text and images offered or provided on the Website, you are deemed to have read and personally agreed to the Terms and Conditions.

6. Eligibility

6.1 You represent and warrant that you are at least 18 years old and will be responsible for completing all registration information. If you are accessing and using the Website or registering for access to the Program or any of the Website's services or products on behalf of a party who is not at least 18 years of age, then you are representing that you are that party's legal guardian and you are responsible for that party's compliance with these Terms and Conditions and you will indemnify us for any losses or damage that we suffer as a consequence of the party who is less than 18 years of age failing to comply with these Terms and Conditions.

6.2 Without limitation, the Website is available only to individuals that can form legally binding contracts under Australian law.

6.3 We have the right to refuse to deal with you, at any time, at our sole discretion, including the suspension or termination of your registration, if we believe that you

may or will bring our reputation, those individuals who represent us in the market place, our other users, and Forum members into disrepute or otherwise will interfere with other parties' rights to have reasonable use of and access to the Website or to the contents and components of the Website or are in any way in breach of these Terms and Conditions.

7. Website Membership

7.1 You agree to provide accurate and truthful details about yourself for the purposes of your registration to the Website, for the Program and/or inclusion in the Forum and we reserve the right to suspend or terminate your registration if we discover you have, at any time, provided inaccurate, incomplete or misleading personal information.

7.2 Once you register on the Website, you will be given access to a "Clients only" email subscription, members only access to workout videos and Forum access.

7.3 Access to the information provided through email subscription, members page and the Forum is for your sole use only.

7.4 Any password or right given to you to obtain access to the "Clients only" email subscription, members only workout page and the Forum, and the contents or use of either the email subscription, members only workout page or Forum, is not transferrable to any third party.

7.5 We reserve the right, at our sole discretion, to terminate your access to the "Clients only" email subscription, members workout page or Forum if, in our opinion, you have failed to comply with any of the provisions of these Terms and Conditions.

7.6 Trial Offer cancellations will be removed from the membership of the website within 48hrs of cancellation.

8. Forum Membership

8.1 You acknowledge that Forum membership provides for public communications.

8.2 To become a Forum member you agree to provide truthful, accurate personal details about yourself as required on the sign up page for the Forum.

8.3 You will use the Forum only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Forum, either on the Forum itself or otherwise, or the Website, the Program, the Forum and/or the individuals representing the Website and/or their employees.

8.4 You will not use the Forum:

- (a) for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
- (b) to incite others to conduct the activities described in sub-paragraph 8.4(a);
- (c) to interfere with the lawful and reasonable use of the Forum by others; and
- (d) to attempt to directly or indirectly, allow or facilitate a third party to enter the Forum through your registration.

9. Cancellation/Termination

9.1 You may cancel your registration (please note a refund will not be issued when cancelling) to the Website by notifying enquiries@littlefitmiss.com and we can then deactivate any account in your name, your membership of the Website and archive any information about you, or your account, stored in our database as well as cease the provision of any information to you. (Your information archived will be stored for 7 years from the date of purchase and/or registration at which point in time it will be deleted or destroyed.)

9.2 We can terminate your licence to use the Website, registration and/or participation in the Forum in our sole discretion if we believe you have breached

any one of the Terms and Conditions of this licence and/or you have or are facilitating the unlawful activity of a third party in respect of the Website and further, we are at liberty to take any other action necessary to enforce these Terms and Conditions of this licence.

10. Payments

10.1 In purchasing any product or services from the Website ("the Purchase") you agree to:

- (a) pay using a valid credit card (or other form of payment as we may allow);
- (b) provide us with current and complete information as detailed in the purchase order form including full legal name, street address, telephone number, email address, credit card details and billing information as required and without limiting any of our rights and remedies if we discover or believe that any information provided by you is inaccurate or incomplete, we reserve the right to refuse to continue with your Purchase, or put on hold or terminate your access to the website, the Program or any of the services or products provided by us at any stage at our sole discretion and you forfeit any right to a refund of any payment made by you for the Purchase;
- (c) pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the Purchase ("the costs"); and
- (d) all costs are in AUS Dollars unless otherwise indicated.

11. Risk

11.1 Title in the Purchase will pass to you on receipt of full payment from you or when you receive the Purchase, whichever happens later.

11.2 Risk of loss or damage to the Purchase will pass to you when we provide the Purchase to a third party for delivery of it to you and we provide no estimate as to time of delivery and you agree that time is not of the essence with respect to delivery.

11.3 Where we send you the Purchase by email delivery, and you claim that you have not received such delivery, then you must contact enquiries@littlefitmiss.com within 7 days of the date by which you placed the order for the Purchase for us to investigate your claim.

12. Warranty/Refund

12.1 Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, due to the nature of the Program and/or the products and services offered by the Website, and as we make no representations to you in respect of your use of the Program and/or the products or services offered by the Website, we provide no warranty as to any results or outcomes associated with using the Program, nor in respect of any use of the products or services offered by the Website.

12.2 You expressly acknowledge that your use of the Website and its products and/or services is at your sole risk.

12.3 At our sole discretion, any claim for a refund will be considered on a case by case basis and we reserve the right to either provide you with a refund once the Purchase is ordered, paid for and sent to you, or refuse your claim.

13. Medical Disclaimer

13.1 We are not a medical organisation and we do not and cannot give or purport to give you any medical advice or assistance in whatever form. Nothing in the Website or anything associated with it should be taken or understood as medical advice or assistance nor should it be interpreted in substitution for any medical advice or assistance or used or referred to instead of seeking appropriate medical advice or assistance from qualified practitioners for your particular circumstances and needs. You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use the Website and/or participate in the System and/or its products and services. We

encourage you to seek appropriate medical advice or assistance before embarking on any use of the Website, the Program and/or its products or services.

You agree that neither we, nor any of our affiliates, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the Website, and specifically do not make any representation about the risks, results, reasonableness, or accuracy or otherwise of such contents, products, services or offers and your use of the Website, the Program or its products and services, is at your sole risk.

14. Limitation of Liability

14.1 Subject to the rights granted to you by statutory consumer protection legislation, which cannot be excluded, in no event shall we be liable to you for any injury, or incidental, undue damages, whatsoever including damages for loss of income, data, or personal injury or consequential damages except to the extent such limitation or exclusion of liability is not permitted by law.

15. Our rights to modify services

15.1 You acknowledge that we are entitled at any time, to change, modify, vary, delete or otherwise deal with the website and/or the Terms and Conditions, as we see fit.

15.2 We will publish any intended changes on the website and you will be deemed to have accepted such changes when you first access the Website following our publication of the notice of change on the Website.

15.3 You agree that we may transfer, assign, license or deal with our interest in the Website, Members Forum, Copyright or any other published material to any Affiliate or to any third party who shall in any event be bound to meet the obligation of any agreement you have with us for services we provide to you for payment. We will give you notice of any change or dealing within 60 days in the manner provided by clause 15.2.

16. Jurisdiction

16.1 These Terms and Conditions are governed by the laws of Queensland, Australia and you agree to the non-exclusive jurisdiction of the Courts of that jurisdiction and any appeals from those Courts.

17. Indemnity

17.1 You agree to indemnify us to the full extent needed from any and all third party claims, liabilities, costs, expenses including solicitor/client costs on an indemnity basis, that we may incur or suffer as a result of your improper or illegal use of the Website and/or from your breach of any of the Terms and Conditions and/or any facilitation or support by you of a third party causing any loss or damage to us.

17.2 You are liable for all content posted by you on the Forum.

17.3 You are required to exercise due care to conform to any Australian laws relating to publication, broadcasting, media controls, advertising standards and social media legal considerations, as they may arise or be applied to you in respect of any content you post on the Forum or in relation to the Website or that by your actions of conduct.

17.4 You agree to indemnify us for any claims, losses, liabilities, costs or expenses ("losses") incurred by us you may cause, or contribute to such losses.

18. General

(a) Entire agreement

These Terms and Conditions form the entire agreement between us and you in relation to the website and your use of it.

(b) Waiver

Any failure or delay on our part to exercise a power or right we have under these Terms and Conditions (unless in writing to you) does not amount to a waiver of that power or right and will not preclude our entitlement to exercise that power or right at a later date.