



Customer Terms and Conditions

Welcome to the InnerOrigin website (the **Website**), your online wellness marketplace.

The following terms and conditions (**Terms**) apply to the use of the Website, the use of the InnerOrigin Mobile Smart Application (the **App**), and the ordering, purchase and delivery of products or services (the **Products**) provided by third party suppliers of InnerOrigin (the **Merchant Partners**) via the Website or the App (the **Services**).

Please read these Terms carefully. If you do not accept these Terms, you must **not** use the Services.

1. Agreement

These Terms constitute a contract between the customer (**You**) and InnerOrigin Australia Pty Ltd ABN 68 615 375 776 (**InnerOrigin** or **We**).

By accessing or using the Website or the App, or by placing an order (**Order**) for Products through the Website or the App, You accept these Terms.

When You transact through the Website or the App, You will be bound by the version of the Terms current at the date of that transaction as evidenced by Your electronic acceptance of the Terms.

2. Website Use

The Website or the App may contain links to third party websites for your convenience. These linked sites are not under the control of InnerOrigin and InnerOrigin is not responsible for the content or privacy practices of any linked website or any link contained in a linked website, or changes or updates to such sites.

You must comply with all applicable laws when You access, or use, the Services.

The use of the Services is at Your own risk. You must take Your own precautions to ensure that Your process for accessing the Website or the App does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. InnerOrigin recommends that all appropriate virus checks should be done on any content to be downloaded.

3. Product Information

The Merchant Partners are the individual sellers, suppliers, providers and/or manufacturers of the Products listed for purchase on the Website and the App. While InnerOrigin provides the Services as agent for the Merchant Partners, each Merchant Partner is responsible for their respective Products listed on the Website or the App.

InnerOrigin engages independent experts from time to time to assess the claims or statements made in respect of the Products and the Products themselves to be as accurate as possible regarding the information contained on the Website and the App. Despite this, neither InnerOrigin nor its agents is responsible for any product information or claims associated with

the description of the Products. InnerOrigin accepts no liability for inaccuracies or misstatements about Products by Merchant Partners, manufacturers, or other third parties.

InnerOrigin recommends that You read all information presented on labels, warnings and directions which accompany the Products before use.

4. Website Content

InnerOrigin does not represent that the content and information provided on the Website and the App is accurate, complete, reliable, current or error-free.

Information and statements about Products on the Website and the App are not intended to be used to diagnose, treat, cure or prevent any disease or health condition. You should always seek the advice of Your doctor or other qualified health provider with any questions You may have regarding a health condition. Never avoid or delay seeking professional advice relating to Your health because of something You have read on the Website or the App.

Products and packaging may vary slightly from their pictures. The images of the Products on the Website and the App are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your product may vary slightly from those images.

5. Prices

InnerOrigin, as agent for each Merchant Partner, reserves the right to change the price for Products displayed on the Website and the App at any time (when directed to do so by the relevant Merchant Partner). All prices listed on the Website and the App exclude delivery costs. Delivery costs are showing separately on an Order.

6. InnerOrigin Advocate Link

To transact on the Website or on the App, You must be referred to this Website by a person approved by InnerOrigin to promote Products listed on the Website and the App (**InnerOrigin Advocate**).

You will need to click on the smart link provided to You by an InnerOrigin Advocate. If you have not received this link, please contact Your InnerOrigin Advocate to obtain it.

InnerOrigin Advocates are independent contractors of InnerOrigin. InnerOrigin is not responsible or liable for statements, acts or omissions of InnerOrigin Advocates and makes no representations or warranties in regard to information communicated between any InnerOrigin Advocate and You.

7. Customer Rewards

You may register as a loyalty member of InnerOrigin (**Rewards Customer**). Membership is available only to individuals. The initial registration fee is AU\$49.95.

Rewards Customers are eligible to accrue rewards points on all their purchases. Every Product listed on the Website or the App is allocated a reward point value. These points can be accumulated by Rewards Customers and used toward further purchases and discounts or donated to a nominated charity.

Only Reward Customers can also register for a Premium Rewards Membership and for an annual fee of AU\$199.00 are entitled to unlimited free shipping.

For full details, please refer to the Compensation and Financial Rewards Plan.

8. Placing Your Order

You may place an Order on the Website by adding items to 'My Cart' and clicking the "Check Out" button.

You must pay for Products prior to completing Your Order. Once You have entered Your payment details, You will be directed to accept these Terms and click the "Complete Order" button which will constitute an offer to buy the Products.

We do not formally accept Your Order, and your purchase is not complete, until it has passed our payment gateway validation procedures. These procedures are for the purpose of preventing credit card or payment fraud. . We reserve the right to reject Your Order and not conclude a contract with You.

Once your Order is accepted, We will notify You that Your order has been processed and a contract has been concluded with You by sending You an online receipt of transaction and/or an Order confirmation via email.

9. Payment

InnerOrigin accepts payment with all major credit and debit cards.

InnerOrigin uses the NAB Transact Payment Gateway to provide a secure environment for the authorisation of credit card and debit card transactions. Confidential information including tokenised card details are encrypted using encryption technology.

10. Internet Connection

InnerOrigin does not accept responsibility for any Orders that are declined, delayed or not accepted due to disruptions with internet connections.

11. Changes to Price

Despite our best efforts, it may be possible that a small number of the Products may be incorrectly priced on the Website or the App. If we have made a mistake and a Product's correct price is higher than the price on the Website, we may contact You before shipping to request whether You want to buy the Product at the correct price or cancel Your Order. If a Product's correct price is lower than the stated price on the Website or the App, we will charge the lower amount and send You the Product, or where the higher incorrect price has been charged, we will refund the price difference and send You the Product.

12. Australian Consumer Law

For the purposes of this clause, "ACL" means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Where conditions or warranties are implied by law and it is not lawful to exclude them, then those conditions and warranties will (but only to the extent required by law) apply. All other implied conditions, warranties or rights in relation to the Services (including without limitation Your use of the Website and the App and Your Order) and the Products provided are excluded

provided that nothing in this clause will affect any guarantees that You may have under the ACL.

Where the ACL applies, InnerOrigin's liability for failure to comply with a guarantee under the ACL (other than a guarantee under section 51, 52 or 53 of the ACL), is limited, to one or more of the following:

- (a) in the case of the supply of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the costs of having the goods repaired;
- (b) in the case of the supply of services:
 - (i) the supply of the services again;
 - (ii) the payment of the cost of having the services supplied again.

To the full extent permitted by law:

- (a) InnerOrigin will not be liable to You or any other person for any indirect, consequential or economic loss, damage or liability (including any loss of profits, loss of contracts, failure to realise expected profits or savings, business interruption, loss or corruption of data or programs and any other commercial or economic loss of any kind) suffered by You or any other person relating to or connected with any Services or Products; and
- (b) the maximum aggregate liability of InnerOrigin (whether in contract, negligence or otherwise) arising in connection with the Agreement or the supply or failure to supply of any Products or Services by InnerOrigin under or in relation to the Agreement is limited to the price of the relevant Product(s) paid to InnerOrigin.

13. Shipping and Returns Policy

InnerOrigin only ships Products within Australia.

InnerOrigin's Shipping and Returns Policy which is available on www.innerorigin.com applies to each Order.

14. Changing Your Order

Once You have placed Your Order, we are unable to make any changes to Your Order, including the quantity of Products ordered or the delivery address.

15. Accounts

If You use the InnerOrigin Website or the App, You are responsible for maintaining the confidentiality of Your account and password, and You agree to accept responsibility for all activities that occur under Your account or password. InnerOrigin reserves the right to refuse service, terminate accounts, remove or edit content, or cancel Orders at its sole discretion.

16. Account Activity

Account holders may post reviews, comments, photos, videos and other content so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third parties or objectionable. InnerOrigin reserves the right to remove or edit such content.

If You do post content, and unless InnerOrigin indicates otherwise, You grant InnerOrigin a nonexclusive, free, perpetual right to use, reproduce, modify, adapt, public, perform, translate, create derivative works from, distribute and display such content throughout the world in any media. You grant InnerOrigin the right to use the name that You submit in connection with such content. You represent and warrant to InnerOrigin that You own or otherwise control all of the rights to the content that You post and the content is accurate. You indemnify InnerOrigin against all claims resulting from the content You supply. InnerOrigin takes no responsibility and assumes no liability for any content posted by You or any third party.

17. Intellectual Property

You acknowledge and agree that all content included or made available through the Website or the App, such as images, graphics, logos, indicia, text, audio clips, digital downloads, data compilations and coding is copyright owned by, or licensed to, InnerOrigin and protected by copyright laws. All trademarks appearing on the Website or the App are acknowledged. The use of any such copyright or trademarks strictly prohibited.

You may only access and use the Services for their intended purpose. No part of the Website or the App may be reproduced, modified, adapted, displayed or distributed in any form or manner without the prior written permission of InnerOrigin.

18. Access

InnerOrigin reserves the right from time to time to change or discontinue any feature of part of the Services, the hours of availability of the Services and the technology required to obtain access to the Services.

19. GST

GST has the meaning given to it in a *New Tax System (Goods and Services Tax) Act 1999* (Cth).

If GST or similar value added tax is imposed on any supply under or in accordance with these Terms, the amount payable for that supply will be included as part of the price.

20. Privacy

By placing Your Order or otherwise contacting InnerOrigin, You agree that we may store, process and use data collected from Your Order for the purposes of processing your Order and your contact details to respond to your request. By processing your Order, You agree that we may use such data, other than credit card details in order to provide you with information from time to time on other Products or promotions that may be of interest to You, unless you have opted out of receiving such promotional information. Your submission of information provided through the InnerOrigin Website or the App is governed by InnerOrigin's Privacy Policy, which is located at www.innerorigin.com You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge a small administration fee for processing such a request. If any data held by us concerning you is incorrect, we will correct it on your written request.

21. Anti-Spam

InnerOrigin has a strict no spam policy which is available at www.innerorigin.com (**Anti-Spam Policy**) and will comply in all respects with the Anti-Spam Policy. InnerOrigin requires that InnerOrigin Advocates comply with the Anti-Spam Policy.

22. Electronic Communication

InnerOrigin is an online business and will primarily communicate with customers via email. When You use the Services, You are communicating with us electronically and consent to receive electronic communications related to Your use of the Services. We will communicate with You by email or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that are provided to You electronically satisfy any legal requirement that such communications be in writing. Notices from us will be considered delivered to You and effective when sent to the email address You provide on the Website or from which You otherwise email us.

23. Variation of Terms

InnerOrigin reserves the right to vary these Terms without notice to You by publishing revised terms on the Website (**Revised Terms**). By continuing to use the Services, You accept the Revised Terms as they apply from time to time.

No InnerOrigin employee or agent has the authority to vary any of the Terms.

24. Force Majeure

InnerOrigin will not be responsible for delays or failure in performance caused by circumstances beyond its reasonable control, and InnerOrigin will be entitled to a reasonable extension of time for the performance of such obligations.

25. No Assignment

You must not transfer or assign any rights or obligations under these Terms without the prior consent in writing of InnerOrigin.

InnerOrigin may, assign, transfer, novate and otherwise deal in any manner with all or any part of its benefit, and any of its rights, remedies, powers, duties and obligations under these Terms, to any company that is a Related Body Corporate (as that term is defined in the *Corporations Act 2001* (Cth)).

26. Severability

If a provision (or part of it) of these Terms is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these Terms is still held to be unenforceable or invalid, then:

- (a) the provision (or part of it) must be severed from these Terms; and
- (b) the remaining provisions (and remaining part of the provision) are valid and enforceable.

27. No Waiver

A party may exercise its right at any time and does not waive those even if that party:

- (a) previously waived a breach or default of all or part of the same or other provision; or
- (b) delayed or omitted to exercise its rights.

A waiver is only effective if it is signed by the party granting the waiver and to the extent set out in the waiver.

28. Entire Agreement

These Terms, together with all agreements and statements referred to herein, express and incorporate the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement, and supersedes and excludes any prior or collateral negotiation, understanding, communication, agreement, representation or warranty by or between the parties in relation to that subject matter or any term of that agreement.

29. Miscellaneous

These Terms do not, and cannot be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between You and InnerOrigin.

30. Governing Law

These Terms are governed by, and will be interpreted in accordance with, the laws of the State of New South Wales, Australia, and the parties submit to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

It is Your responsibility to ensure that use of the Website is in accordance with the laws of the relevant jurisdiction where the material is viewed or received.

31. Interpretation

In these Terms, unless the context indicates otherwise:

- (a) headings are for convenience only and do not affect the interpretation of the document;
- (b) reference to the singular includes the plural and vice versa;
- (c) reference to a gender includes each other gender;
- (d) reference to a person includes a corporation and vice versa; and reference to a person or a corporation includes a firm, a body corporate, an incorporated association or an authority;
- (e) reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (f) (every obligation entered into by two (2) or more parties binds them jointly and each of them severally;
- (g) where any word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning;
- (h) reference to any document referred to or incorporated by hyperlink includes any amendments to it and any document in addition to or in substitution for it;

- (i) reference to a statute, ordinance, code or other law includes any amendment to it, any replacement of it and any statute, ordinance, code or other law intended to operate in conjunction with it and, in each instance, includes every regulation, rule and other instrument pursuant to it;
- (j) all monetary amounts are in Australian dollars; and
- (k) "including" and similar expressions are not words of limitation.