

TERMS AND CONDITIONS

Please read these Terms of Use and these Terms and Conditions carefully. By accessing Laras Packages, products, consults, training programs, seminars and other programs you are explicitly acknowledging that you have read and understood these Terms and Conditions and agree to be bound by them. Lara Gya reserves the right to change these Terms and Conditions at any time. You are solely responsible for checking these Terms of Use periodically for changes. Your continued use of Lara Gya packages and/or products or service after Lara Gya has made changes means that you agree in its entirety to the changes. To receive a copy of these Terms and Conditions please email me at laralifts@outlook.com

1. DEFINITIONS

For the purposes of these Terms and Conditions in addition to the above paragraphs the following definitions apply:

- 1.1. "My, myself, me, I", refers to Lara K Gya, and affiliates who for the purposes of these Terms and Conditions, refers to any person or entity I directly or indirectly own, control or operate, currently or in the future and/or which has a controlling interest in me and/or is an entity who has the right to operate with or on behalf of myself;
- 1.2. "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;
- 1.3. "You or yours" refers to you, the person using my Lara Gya Packages, products and content;
- 1.4. "Licence" means these Terms and Conditions for use of Lara Gya Packages, products and content;
- 1.5. One gender includes each other gender;
- 1.6. The single includes the plural and the plural includes the singular;

2. USE OF ONLINE EXERCISE & NUTRITION PROGRAM

Other than as required to use Lara Gya Packages and/or my products or services for your personal enjoyment and improvement, you may not and may not authorise any third person to:

- 2.1. copy, distribute, transmit, transfer, communicate, disseminate, display, perform, reproduce, publish, license, transfer, or sell Lara Gya Packages and/or my products or service;
- 2.2. modify or make any alterations, additions or amendments to any part of the Lara Gya Packages;
- 2.3. create derivative works from, any content, information, software, Lara Gya Packages;
- 2.4. convert the Lara Gya Packages into an electronic format other than the one in which it was supplied;



- 2.5. reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Lara Gya Packages or reproduce all or any portion of the said components;
- 2.6. remove, alter, circumvent or tamper with any trade marks, copyright notices, copyright protection devices, disclaimers or other legal notices. Regardless of whether Lara Gya Packages include security technology that limits your use, you must comply with these provisions or you may infringe copyright.

3. DISCLAIMER

- 3.1. Whilst I am a qualified nutritionist, I am not a medical practitioner. I do not and cannot give or purport to give you any medical advice or assistance in any form. Nothing in Lara Gya Packages 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.
- 3.2. You are solely responsible for evaluating and assessing your own health and wellbeing and whether, in all the circumstances, you should access and use Lara gya Packages and/or its products and services. Lara Gya will encourage you to seek appropriate medical advice or assistance before embarking on any use of the Lara Gya Packages and/or products or services.
- 3.3. You agree that Lara Gya nor any of my affiliates, service providers and/or suppliers, warrant or make any representation about the contents, products, services or offers referred to in the Websites, 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 Lara Gya Packages and/or products or service, or its products and services, is at your sole risk.
- 3.4. The Information is provided by Lara Gya in good faith on an "as is" basis without warranty of any kind. Lara Gya does not warrant or represent that the Lara Gya Packages and/or products or services are free from human or mechanical error, technical inaccuracies or other typographical errors or defects.
- 3.5. Lara Gya Packages and/or products or service may include material from third party authors or suppliers. You agree that Lara Gya is not responsible for examining or evaluating the content or accuracy of the third party material and Lara Gya does not warrant and, to the fullest extent permitted by law, will not have any liability or responsibility for any third party material.

4. LIABILITY

- 4.1. Lara Gya will in no way be liable to any party for any injury, loss or damage arising out of or related to the use of (or the inability to use) Lara Gya Packages and/or products or services.
- 4.2. Except as these Terms specifically state, or as contained in any express warranty provided in relation to Lara Gya Packages and/or products or services, the agreement between you and Lara Gya does not include Lara Gya Terms & Conditions Current AUG 2020 by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, assembly, manufacture, design or performance of Lara Gya Packages or any contractual remedy for their failure.



- 4.3. If you are a consumer, nothing in these Terms restricts limits or modifies your rights or remedies against Lara Gya for failure of a statutory guarantee under the ACL.
- 4.4. Nothing in these Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or services which cannot be so excluded, restricted or modified.
- 4.5. You acknowledge that you have not relied on any service involving skill and judgment, or on any advice, recommendation, information or assistance provided by Lara Gya in relation to Lara Gya Packages and/or products or services, their use or application.
- 4.6. 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.

5. INTELLECTUAL PROPERTY

- 5.1. You acknowledge and agree that all content, coding, graphics, and Information within the Lara Gya Packages and/or products or services is protected by copyright, trade mark or other intellectual property rights and laws and remains the property of Lara Gya or third party suppliers as the case may be.
- 5.2. No part of the Information may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or manner without Lara Gya's prior written consent. However, you may download and print these Terms for your personal non-commercial use.

6. BASIS OF CONTRACT

- 6.1. A Contract is formed when Lara Gya confirms acceptance of your order and receipt of your payment.
- 6.2. You must not purchase Lara Gya Packages and/or products or services for the purpose of re-supply. Lara Gya in her absolute discretion may refuse to accept any order from you.

7. PAYMENTS

In purchasing any product or services from Lift by Day ('the purchase') you agree to:

- 7.1. pay via bank account (or other form of payment or use of payment provider as Lara Gya may allow) in the manner required by and under the Terms and Conditions outlined by the nominated payment system provider;
- 7.2. provide Lara Gya with current and complete information as detailed in the Purchase Order form including full legal name, street address, telephone number, email address and billing information as required 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 Lara Gya Terms & Conditions Current AUG 2020 to refuse to continue with your purchase, or put on hold or terminate your access to 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;



- 7.3. Pay all costs, fees, charges, applicable taxes and other charges as may be incurred in respect of the purchase ("the costs"); and
- 7.4. All costs are in Australian dollars (AUD) unless otherwise indicated.

8. MODEL RELEASE

In accepting the Terms and Conditions, you give Lara Gya, and its authorised representatives, the right and permission to use photographs and video footage of you undertaking training and activities and illustrating body transformations that you have provided to us. You grant permission to Lara Gya and its authorised representatives to use these photographs and video footage for the purpose of promoting, advertisement, marketing, publicity or any other lawful purpose. You waive any right to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to you or unknown, and you waive any right to royalties or other compensation arising from or related to the use of the image whether intentional or otherwise.

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