









purchased directly with 0LQGIRUW~~K~~

- (ii) within the time specified in the terms of your account with an app store or app distribution platform.

Please note that on your subscription to the free trial period(s), a small nominal amount may be charged to your nominated credit card to verify its authenticity, however will be refunded to you subsequently thereafter should you cancel the subscription to the free trial period in accordance with this clause.

- I Once payment for your transaction is received by Mindforth, you will receive confirmation from Mindforth.
- (g) You acknowledge that in relation to any payment made by you:
  - (i) your payment information may be provided by 0LQGIRUW~~K~~o third party service providers so that Mindforth may complete your transaction;
  - (ii) you will be charged to your credit card or third-party payment processing account, which includes but is not limited to, your account with an app store or app distribution platform;
  - (iii) in respect of Monthly Subscriptions, will be charged to your credit card on a monthly basis on the same day in each corresponding month until the expiry of the subscription term, or until you cancel your subscription;
  - (iv) in respect of Yearly Subscriptions, will be charged to your credit card on a yearly basis on the same day in each corresponding year until the expiry of the subscription term, or until you cancel your subscription; and
  - (v) may bear additional charges that your app provider, bank or other financial service provider may charge on you as well as any GST or fees that may apply to your transaction.
- (h) All payments made by you are non-refundable and non-transferable except as expressly provided in these Terms and Conditions.
- (i) If you're located in Australia, all amounts stated in the Services are in Australian Dollar terms. If you're located anywhere else in the world, all amounts stated in the Services will be in US Dollar terms.
- (j) You may cancel the renewal of your Monthly Subscription or Yearly Subscription by contacting us at "info@modernmindshift.com" or alternatively if purchased through an app provider, then through the app provider. Any amounts already paid in respect of any Subscription will not be refunded upon cancellation.
- (k) Mindforth reserves the right to:
  - (i) not process or to cancel any transaction if Mindforth suspects, in its sole and absolute discretion, that the transaction is fraudulent or inappropriate;
  - (ii) verify your identity before completing the transaction;
  - (iii) change its pricing terms for any Subscription at any time with notice to you.

## 8. Uploading Data

- D By subscribing to 0LQGIRUW~~K~~or the Services, you may be entitled to upload material, information, data, content, text, images, video, audio or the like with the approval of Mindforth (**uploaded data**). 0LQGIRUW~~K~~may reject any request by you to upload any uploaded data to the Services, at its sole and absolute discretion.

- (b) You expressly warrant that the uploaded data is not:
- (i) in contravention of any law, regulation, code of conduct or requirement imposed by any authority;
  - (ii) in contravention of copyright or the intellectual property rights of any third party;
  - (iii) misleading or deceptive;
  - (iv) inappropriate noting the purpose of this website;
  - (v) materially incorrect;
  - (vi) obscene;
  - (vii) offensive;
  - (viii) defamatory;
  - (ix) maliciously false;
  - (x) unlawful;
  - (xi) corrupt;
  - (xii) likely to damage the reputation of Mindforth; or
  - (xiii) likely to damage or adversely affect the operation of this website.
- (c) You expressly warrant that the uploaded data is:
- (i) owned and controlled by you, including any rights in the uploaded data;
  - (ii) able to be lawfully displayed by Mindforth on this website;
  - (iii) lawfully obtained by you, including obtainment of all necessary licences, rights, consents and permissions required to use the uploaded data
- (d) In the event that you contravene clauses 6(b) or 6(c), you agree and acknowledge that:
- (i) Mindforth may remove, alter, delete or disable the uploaded data at its sole and absolute discretion;
  - (ii) you indemnify Mindforth and its related and associated entities from any loss suffered as a direct or indirect result of your contravention of clause 6(b) and/or 6(c) including but not limited to damages, costs, legal expenses, disbursements, fees, charges and the like.
- (e) You grant Mindforth a global, royalty-free, perpetual, transferable and irrevocable licence to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display your uploaded data through any medium, whether currently in existence or not.
- (f) Mindforth is not liable to you for any loss which may be occasioned by use of your uploaded data by a Services user. You acknowledge that you upload data to the Services, at your sole and absolute risk.

## 9. Warranties

- (a) You expressly warrant that:

- (i) you read, understood and agree to be irrevocably and unconditionally bound by these Terms and Conditions;
- (ii) your use of the Services is conditional upon compliance with these Terms and Conditions at all times.

**10. General Indemnity**

- (a) It is an essential term of these Terms and Conditions that you must indemnify Mindforth, its related and associated entities, its officers and its employees for any loss or damage arising out of, whether directly or indirectly, your use of and access to the Services, and any contravention of these Terms and Conditions.
- (b) The indemnity provided in clause 10(a) is a continuing indemnity and continues notwithstanding your cessation of use of this website.

**11. Disclaimer**

- (a) No term or condition of these Terms and Conditions has the effect of replacing, overriding, or otherwise removing, your statutory rights.

**12. No advice**

- (a) All information or content displayed on the Services is of general nature only and is included for the sole purpose of providing general information. Material provided by Mindforth does not and is not intended to constitute advice or any statement on which medical reliance should be placed. You should seek advice as appropriate from a suitably qualified medical professional on all specific situations, health issues and conditions of concern to you.
- (b) You acknowledge that any information contained in the Services, are not intended, designed or implied to diagnose, prevent or treat any medical condition or disease, or be a substitute for professional medical advice and care.
- (c) Nothing contained in the Services is intended to be used for medicinal purposes or as a substitute for your own health professional's advice.
- (d) If you suffer from any medical conditions, you should consult with an appropriate medical professional immediately and must not rely upon the Services as a substitution for medical advice and treatment.
- (e) Mindforth does not warrant the suitability of any activities contained in the Services.
- (f) You are solely responsible for your use of any advice or information contained in the Services.

**13. Amendments or Variations**

- (a) Mindforth may, from time to time, make changes to these Terms and Conditions, or to specific functions of the Services. It is your responsibility to monitor these Terms and Conditions from time to time to ensure that you remain compliant with what is required from you when using the Services. Changes to these terms and conditions will be effective immediately upon publishing on the Services or by notification to you.

**14. Severability**

- (a) If any term or condition of these Terms and Conditions are deemed invalid, void, or unenforceable for any reason whatsoever, that term or condition will be deemed severable and will not affect the overall validity and enforceability of the remainder of the Terms and Conditions.

**15. Termination**

- (a) Mindforth reserves its right to terminate or suspend your access to the Services, and shall not be required to provide you with any reasons why it has suspended or terminated your access. However, generally, such suspension or termination will only occur if you are found to be in serious violation of any of these Terms and Conditions.
- (b) In addition to clause 15(a) above, Mindforth reserves the right to terminate, discontinue or abandon the Services at any time and without penalty. If Mindforth exercises such right, Mindforth may in its sole and absolute discretion, refund the balance of any payment you made for your Subscription which relates to the period following such termination, discontinuance or abandonment of the Services.

**16. Governing Law**

- (a) You irrevocably agree that by using the Services and subsequently, your acceptance of these Terms and Conditions, that these Terms and Conditions are governed by and construed in accordance with the laws of New South Wales and Australia.
- (b) You agree, to submit to the non-exclusive jurisdiction of the Courts of New South Wales and Australia.