Last updated on 14th Aug 2025

TERMS AND CONDITIONS

Welcome to our Journey To Quit Smoking These terms apply when you sign up for our online course through our website, being https://journeytoquitsmoking.com/ and any other websites we operate with the same domain name and a different extension (**Website**).

1 HOW TO READ THESE TERMS

In these terms, we also refer to Haley Importing Pty Ltd ABN 50 658 528 851 T/A 'Journey To Quit Smoking' as '**Journey to Quit Smoking**' "**our**", "**we**", or "**us**". And you are you!

To make it easier for you to understand the terms on which we provide, and you use, the Online Course, we've tried to keep these terms of use (**terms**) as simple as possible by using plain English.

When we say "**Online Course**" in these terms, we mean our online course to aid you in quitting smoking and any of the services provided during the Online Course, including access to our video content and associated materials, coaching, chat function, and community platform (**Services**).

We've also used a few other capitalised words and phrases as shorthand to refer to recurring concepts. Each of these are defined in bold and in brackets after the concepts are first mentioned.

2 ACCEPTING THESE TERMS AND CONDITIONS

Before you enrol for our Online Course, or otherwise engage with the Online Course, please carefully read these terms. If you don't agree to these terms, please don't enrol in the Online Course. By clicking "accept" when you create an account, or otherwise proceed to engage with the Online Course, you agree to be bound by these terms.

Our Online Course is designed for informational and support purposes only. **They are not a substitute for medical, psychological, or professional addiction treatment.**

3 ENROLLING FOR THE ONLINE COURSE

(a) To enrol into the Online Course, you will need to create an account (**Account**) and pay the Fees (as defined in clause 6(a)(i)).

(b) By creating an Account and paying the Fees or otherwise accessing the Online Course (**Course Enrolment**) you represent and warrant that:

(i) you have the legal capacity and are of sufficient age to enter into a binding contract with us (or someone of sufficient age and capacity is contracting on your behalf); and

(ii) you are authorised to use the debit or credit card you provide for your Course Enrolment.

(c) Enrolling in the Online Course constitutes your acceptance to enter into a contract with us under these terms, where we will provide you with the Online Course you have ordered in exchange for your payment of the total Fees listed upon checkout.

(d) These terms are not agreed between you and us until we have approved your payment of the Fees and you receive an email from us confirming that your Course Enrolment has been accepted.

4 OUR COURSE

(a) The Online Course is designed to teach you about our experiences to aid in quitting smoking, as described on our Website.

(b) We offer an Online Course designed to support your journey to quit smoking. Upon payment, you gain access to the features as described on our Website, including:

(i) A video-based program to guide you through the process.

(ii) A community chat function where users can support each other.

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(iii) The option to book personalized coaching calls.

(c) We will endeavour to ensure that the Online Courses provided will be substantially the same as the Online Course as described on our Website.

(d) Once we have received payment of the Fees you will be granted access to the Online Course. The Online Course is provided in a pre-recorded video format, to be viewed online through your Account and not downloaded, reproduced or republished by you in any way.

(e) You are responsible for managing your Account and ensuring that you only access and engage with the Online Course in an appropriate manner.

5 YOUR ACCOUNT AND LICENCE

(a) Your Account will be valid for 12 months from the date of your Course Enrolment for the core materials of the Online Course (**Course Term**).

(b) You are granted a limited licence to use the Online Course for your own personal, non-commercial purposes during the Course Term.

(c) You must not give access to your Account to any other person.

(d) We will only revoke your licence and terminate your Account if we suspect, for any reason, in our sole discretion, that you are misusing the licence, for example by distributing the Online Course to other people or giving access to your Account to other people, you are making commercial use of or infringing our intellectual property rights in the Online Courses, or if you do not comply with these terms. In the event your license is revoked, and your Account is terminated, you will not be entitled to a refund of the Fees.

6 PAYMENT

(a) All Fees are:

(i) as displayed and accepted by you at the time of checkout (**Fees**);

(ii) in Australian Dollars (AUD), unless you choose to pay in United States Dollars (USD) where offered; and

(iii) subject to change without notice prior to your Course Enrolment.

(b) (**Payment obligations**) You must pay the Fees in full at the time of your Course Enrolment.

(c) (**GST**) Unless otherwise indicated, amounts stated on the Website include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice to you. Where you select to pay in USD, GST will not apply to the Fees.

(d) (**Card surcharges**) We reserve the right to charge credit card surcharges in the event that payment of the Fees are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

(e) (**Online payment partner**) We may use third-party payment providers such as Stripe (**Payment Providers**) to collect payments for the Course. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider accessible https://stripe.com/au/legal/ssa and, to the maximum extent permitted by law, we will not be liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

(f) (**Pricing errors**) In the event that we discover an error or inaccuracy in the Fees for your Course Enrolment, we will attempt to contact you and inform you of this as soon as possible. You will then have the option of enrolling in the Online Course at the correct Fees or cancelling your Course Enrolment. If you choose to cancel your Course Enrolment and the Fees have already been debited, the full amount will be credited back to your original method of payment.

7 30 DAY MONEY BACK GUARANTEE

(a) If you're not satisfied with our Online Course, you may request a full refund under our 30-day money-back guarantee (**Money-Back Guarantee**).

(b) To be eligible, refund requests must be submitted within 30 days from the date we confirm your Online Course Enrolment has been accepted.

(c) After the 30-day period, the Money-Back Guarantee expires, and the Course becomes non-refundable except as permitted under clause 13 and can only be cancelled in accordance with our termination policy outlined in clause 24.

8 VOUCHERS AND DISCOUNT CODES

(a) We may provide promotional offers and codes offering a discount on the Online Course (**Voucher**). To use a Voucher, you will need to enter its code at checkout.

(b) A Voucher may not be applied retrospectively. Vouchers are non-transferrable and cannot be redeemed for cash or credit. Additional terms or conditions may apply and these will be set out on the Voucher.

9 DISCLAIMER

(a) **Medical Disclaimer**
The Online Course provided on the Website is for informational and educational purposes only and is not intended as medical advice, diagnosis, or treatment. The information, videos, and other resources available through the Website should not be used as a substitute for professional medical advice. Always seek the guidance of a qualified healthcare provider with any questions you may have regarding smoking cessation or any medical condition. If you experience any adverse effects while attempting to quit smoking, consult a healthcare professional immediately.

(b) **Individual Results**
The effectiveness of the methods and strategies presented on the Website and the Online Course varies from person to person. While we strive to provide helpful tools and information, we cannot guarantee that all users will successfully quit smoking. Your success depends on various factors, including individual commitment, underlying health conditions, and lifestyle choices. Any testimonials or success stories shared on the Website reflect individual experiences and may not represent typical results.

(c) **No Psychological or Mental Health Advice**
Journey to Quit Smoking does not provide psychological, psychiatric, or mental health counselling. If you are struggling with addiction, anxiety, depression, or other mental health concerns, we encourage you to seek support from a licensed mental health professional. The resources provided on the Website and the Online Course are designed to assist with smoking cessation but are not a substitute for therapy or professional intervention.

(d) **No Warranties or Guarantees**
The Website and its content are provided "as is" without any warranties, express or implied. We make no representations or warranties regarding the accuracy, completeness, or reliability of the information presented. We disclaim all liability for any errors, omissions, or inaccuracies contained within the Website or the Online Course. Your use of the Website and the Online Course is at your own risk.

(e) **Affiliate and Third-Party Disclaimer**
Journey to Quit Smoking may feature links to third-party websites, products, or services. We may receive commissions for purchases made through these links. However, we do not endorse, guarantee, or take responsibility for the accuracy, reliability, or quality of third-party content, products, or services. Please conduct your own due diligence before engaging with any third-party offerings.

(f) **User Responsibility**
By using the Website, you acknowledge that quitting smoking is a personal journey that requires commitment and effort. You are solely responsible for your actions and decisions regarding smoking cessation. We encourage you to consult a medical professional before making any significant lifestyle changes.

10 CHAT FUNCTION

(a) The chat function is provided on the Website as a support tool for Users enrolled in the Journey to Quit Smoking Online Course. It allows participants to communicate, share experiences, and encourage one another. However, it is not a professional support service, and users should seek medical or psychological assistance where necessary.

(b) Users agree to engage in respectful, constructive discussions. The following are strictly prohibited:

(i) Harassment, bullying, or hate speech, including offensive language or threats.

(ii) Medical misinformation, including unverified quitting methods or health claims.

(iii) Self-harm or crisis discussions, including encouragement of unsafe behaviours.

(iv) Promotion of tobacco, vaping, or other harmful substances.

(v) Advertising, spam, or solicitation of services or products.

(vi) Sharing personal health data or sensitive personal information.

(c) Violation of this clause may result in immediate removal from the chat function or the Online Course.

(d) The chat function is not a substitute for professional medical, psychological, or addiction counselling services. While users may share personal experiences, any advice or recommendations from other users should not be considered professional guidance.

(e) Journey to Quit Smoking reserves the right to moderate conversations and remove posts or users at its discretion. If you encounter inappropriate behaviour or content, you may report it via email to hello@journeytoquitsmoking.com

(f) Messages within the chat function may be stored for moderation purposes. However, private messages are not monitored in real-time. Users should avoid sharing personal medical information or any details they do not wish to disclose publicly.

(g) We reserve the right to suspend or remove users who violate these terms without prior notice. Repeat offenders may be permanently banned.

11 COLLECTION NOTICE AND PRIVACY

(a) We may collect personal information about you in the course of providing you with our Online Course, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.

(b) **Use of Personal Data**: You consent to us using your personal data for the purpose of organising and fulfilling the Online Course, including but not limited to registration, communication, and administration.

(c) **Sharing of Personal Data with Third Parties**: You consent to us sharing your personal data with third-party partners or sponsors for the purpose of running promotions, contests, or marketing activities related to the Online Course.

(d) **Data Security**: All reasonable measures will be taken to safeguard your personal information against unauthorised access, disclosure, alteration, or destruction, however no method of transmission is 100% secure and you agree to the risks associated with disclosure of your personal information.

(e) **Data Retention**: You understand that your personal data may be retained by us for a reasonable period after the conclusion of the event for administrative, legal, or operational purposes. Us will securely dispose of your personal data when it is no longer required for these purposes.

(f) **Participant Rights**: You have the right to request access to, correction of, or deletion of personal data held by us. Requests regarding personal data should be submitted in writing to our designated data protection officer.

(g) **Consent**: By registering for an Online Course organised by us, participants provide their explicit consent to the collection, processing, and sharing of their personal data as described in these Terms.

12 INTELLECTUAL PROPERTY

12.1 OUR IP

Intellectual Property Rights in the Online Course and our Services and any other related information or materials (**materials**) are owned or licensed by us. Except as permitted under applicable laws, no part of the material can be reproduced, adapted, distributed, displayed, transmitted or otherwise exploited for any commercial purposes without our express written consent.

You will not under these terms acquire Intellectual Property Rights in any of Our IP.

12.2 DEFINITIONS

For the purposes of this clause 12:

(a) "**Our IP**" means all materials owned or licensed by us and any Intellectual Property Rights attaching to those materials.

(b) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.

13 CHANGES TO YOUR COURSE ENROLMENT

(a) Once we confirm your Course Enrolment, subject to our 30 day Money Back Guarantee, we generally do not allow for change of mind cancellations or refunds of your Course Enrolment, unless otherwise agreed by us in writing.

(b) Nothing in this clause 13 is intended to limit or otherwise affect the operation of any of your rights which cannot be excluded under applicable law, including the *Competition and Consumer Act 2010* (Cth).

14 PUBLISHING PHOTOS ONLINE OR ON SOCIAL MEDIA

Subject to your agreement of non-disparagement of us and the Online Course, you may publish general information about what you have learnt from the Online Course, online or on social media (or both), provided such information is general in nature and does not cover any of the actual content or information covered in the Online Course. We ask that you please provide accreditation to us by reference or hashtag if you make such a publication. We reserve the right to require you to remove any such publications or remove any accreditation to us.

15 DATA SECURITY

While we will use our best efforts to ensure that your information, data or other electronic materials (**Data**) that is being backed-up or stored as part of the Online Course will be stored securely, we will not be liable for any unauthorised use, destruction, loss, damage or alteration to the Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

16 THIRD PARTY SERVICES, CONTENT, TERMS AND WEBSITES

16.1 THIRD PARTY GOODS AND SERVICES

(a) To provide you with the Online Course, we may use goods or services provided third parties (including third party platforms) who have their own terms and conditions and policies (**Third Party Terms**).

(b) Provided we have notified you or given you a copy of the Third Party Terms, you agree to the Third Party Terms that apply to your use of the Online Course.

(c) To the maximum extent permitted under applicable law and our agreements with any applicable third parties, we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms, including in relation to any fault or error of the Online Course or any issues experienced in Course Enrolment.

(d) You have the right to reject any Third Party Terms but if you do, we cannot provide you with the Online Course and you will need to cancel in accordance with this agreement.

16.2 THIRD PARTY CONTENT

The Online Course may contain text, images, data and other content provided by a third party and displayed in the information provided through the Online Course (**Third Party Content**). We accept no responsibility for Third Party Content and make no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

16.3 LINKS TO OTHER WEBSITES

(a) The Online Course may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.

(b) Inclusion of any linked website on the Online Course does not imply our approval or endorsement of the linked website.

17 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Online Course. You should take your own precautions to ensure that the process that you employ for accessing the Online Course does not expose you to risk of viruses, malicious computer code or other forms of interference.

18 REPORTING MISUSE

If you become aware of misuse of the Online Course by any person, any errors in the material in the Online Course or any difficulty in accessing or using the Online Course, please contact us immediately using the contact details or form provided on our Website.

19 SERVICE LIMITATIONS

While we will use our best endeavours to ensure the Online Course is working for its intended purpose, you acknowledge and agree that from time to time, you may encounter the following issues:

(a) the Online Course may have errors or defects;

(b) the Online Course may not be accessible at times;

(c) messages sent through the Online Course may not be delivered promptly, or delivered at all;

(d) information you receive or supply through the Online Course may not be secure or confidential; or

(e) any information provided through the Online Course may not be accurate or true.

20 NOTICES

(a) A notice or other communication to a party under these terms must be:

(i) in writing and in English; and

(ii) delivered to the other party via email, to the email address most regularly used by the parties to correspond regarding the subject matter of these terms as at the date of these terms (**Email Address**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that the email was not delivered to the other party's Email Address, notice will be taken to be given:

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(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

21 WARRANTIES

(a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

(b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.

22 LIABILITY

22.1 LIABILITY

To the maximum extent permitted by law the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the value of the Fees paid for the Online Course.

22.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by us, except:

(a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or

(b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

23 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

24 TERMINATION

24.1 AUTOMATIC TERMINATION

Your Account will terminate automatically at the end of the Course Term (whether you have accessed the Online Course or not).

24.2 TERMINATION FOR CONVENIENCE

Either party may terminate this agreement for convenience by providing 10 Business Days' notice to the other party.

24.3 TERMINATION FOR BREACH

(a) Either party may terminate this agreement immediately by written notice if there has been a Breach of this agreement.

(b) A "**Breach**" of this agreement means:

(i) a party considers the other party is in breach of this agreement and notifies that other party;

(ii) the other party is given 10 Business Days to rectify the breach; and

(iii) the breach has not been rectified within 10 Business Days or another period agreed between the parties in writing.

24.4 EFFECT OF TERMINATION

Upon termination of this agreement:

(a) your Account will be terminated and you will no longer have access to the Online Course;

(b) if you terminate this agreement in accordance with clause 24.1 and you have already accessed the Online Course, then you must pay our pre-estimated genuine losses as a result of you terminating this agreement after already accessing the Online course;

(c) each party must return all property and Confidential Information to the other party;

(d) each party must comply with all obligations that are by their nature intended to survive the end of this agreement, including without limitation clause 9; 12; 20; 21; 22; and 25 and

(e) each party must stop using any materials that are no longer owned by, or licensed to, them when this agreement is terminated.

25 GENERAL

25.1 GOVERNING LAW AND JURISDICTION

These terms is governed by the law applying in Victoria, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

25.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

25.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

25.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

25.5 ASSIGNMENT

You cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party. We can assign the rights or novate these terms in whole or part without your consent, on notice which may be communicated electronically on the website or by email.

25.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

25.7 ENTIRE AGREEMENT

These terms embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

25.8 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

(b) (**gender**) words indicating a gender includes the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) (**these terms**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;

(g) (**document**) a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word “includes” and similar words in any form is not a word of limitation; and

(j) (**adverse interpretation**) no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

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