

TERMS AND CONDITIONS OF TRADE OF BMS FUSION PTY LTD AND USE OF WEBSITE WWW.DOUGLASPEACOCK.COM

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This website www.douglaspeacock.com or <https://www.consciouscreatingmastery.com> ("the Site") is owned and operated by BMS Fusion PTY LTD ("we", "us", "our"). By accessing this site you agree to the Terms and Conditions under which you may use this site and enter into transactions with us ("the Terms"). Your access is subject to acceptance of and compliance with the Terms. If you do not agree with the Terms, do not use this Site and or services.

We accept no responsibility for the information supplied to us by third parties and we suggest that you confirm all information contained or linked from the site with the relevant third-party provider.

1. Privacy Policy

- 1.1. Your personal information will be handled in accordance with our Privacy Policy ("our Policy")
- 1.2. We reserve our right to amend our Policy at any time.
- 1.3. Our Policy is not intended to, nor does it create any contractual or other legal right or obligation in or at any party
- 1.4. We shall not be responsible for the privacy practices of third parties with links to this Site.

2. Security

We use a secure server however BMS Fusion makes no warranty with respect to the strength or effectiveness of the encryption of information you send through this Site and it is not responsible for events arising from unauthorised access to the information you provide.

3. Intellectual Property

3.1 No trademark or logo on this Site, including our Conscious Creating Mastery logo (whether registered or unregistered) may be used without our prior written permission and that of the relevant owner of the trademark(s)

3.2 The material contained on this Site including (but not limited to) the software, design, text and graphics, advertisements (“material”) are owned and licensed by us and are protected by International laws, and all rights are reserved thereunder.

3.3. You may only use this Site for your personal and non-commercial purposes. All material is provided for your use and assistance and you are not permitted to download any material except when reasonably necessary to access the Site or a product which you purchase from us.

3.4. You must not use, copy, modify, transmit, store, publish or distribute any material on this Site or create any material on this Site without obtaining prior written permission from us or face possible legal action.

3.5 The Site may be subject to other intellectual property rights owned by us or by a third party. No license is granted in relation to these rights and your use of this Site must not violate these rights.

4. Website Use

4.1. You must only use this Site for lawful purposes and in a cooperative and responsible manner.

4.2. Any breach of these Terms by you may result in legal action against you.

4.3. You must not:

- a. Use another person’s information without consent.
- b. Make any fraudulent, speculative or false inquiries or requests using this Site.
- c. Tamper with or make unauthorised modifications to this Site.
- d. Post or transmit to or via the Site any unlawful, threatening, defamatory, libellous,

indecent or any other material which could give rise to civil or criminal proceedings.

e. Delete data without consent.

f. Knowingly transmit any virus or other disabling feature via this Site.

g. Infringe any laws in any jurisdiction in using this Site.

h. Attempt to do any of the above acts.

5. Disclaimer

5.1. To the extent allowed by law, this Site is provided by us on an “as is” basis and we do not make any warranties or representations about the content and suitability of the information contained on this site for any purpose or the accuracy of the information or contents or any services supplied through this Site.

5.2. You use this Site and all material obtained from it at your own risk.

5.3. To the extent allowed by law, we disclaim all warranties and representations with regard to any information on this Site including any implied warranties and implied representations including but without limitation, implied warranties that the products and services offered and supplied through this Site will be of merchantable quality, fit for use or will comply with descriptions or samples on this Site.

5.4. To the extent allowed by law, we shall not be liable for any damages whatsoever (including negligence) which may be directly or indirectly suffered in connection with your use or your inability to access this Site or the purchase and use of any products or services supplied by this Site. This liability applies to all damages including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property, personal injury and claims of third parties whether arising under contract, tort or statute.

5.5 We do not warrant that access to this Site shall be free of errors, uninterrupted, timely or free of viruses and defects.

6. Indemnity

By accessing this Site, you agree to indemnify us against all losses, damages, costs, claims, and expenses which arise from:

- a. Any act by you which is inconsistent with the Terms; or
- b. Any claim, suit, action, demand or proceeding by a third party against us which is caused or contributed to (either directly or indirectly) by you.

7. Cookies

Cookies are small pieces of information sent by a web server to store on a browser so it can later be read back from that browser. This is useful for having the browser remember some specific information.

An example is when a browser stores your passwords and user ID's. They are also used to store preferences of start pages or personal pages and online ordering systems.

If you disable the use of cookies on your web browser or remove or reject particular cookies from this Site or linked sites, you may have difficulty in gaining access to all the content and services on this Site.

8. Linked Sites

8.1. This Site may provide links to third-party websites. We shall not maintain these links nor are we required to maintain or update the links.

8.2. Links from this site to third-party sites shall not be construed as any approval, referral, recommendation or endorsement by BMS Fusion of the owners of the third party sites, or for any information, goods or services referred to or offered on the third-party sites unless expressly indicated on this Site.

8.3. We make no warranties and accept no liability in relation to any information contained on any third party sites.

9. Refund and Money-Back Guarantee Policy

We offer a “Money-Back Guarantee” or “Satisfaction Guarantee” on select products, including digital products, and services, subject to the following terms and conditions:

9.1 Requests for a refund, cancellation of services, or claims under this guarantee must be communicated to us in writing within 7 days of our receipt of your payment for the product or service. Please send your request to help@douglaspeacock.com.

9.2 The request for a refund must include your contact details, the product or service purchased, and the reason for requesting the refund.

9.3 Any physical product that is the subject of a refund request must be returned in good condition before any refund is processed.

9.4 This guarantee only applies to products, including digital products, purchased at their regular price. Products, including digital products, purchased at a discounted rate or as part of any special promotion or offer are not eligible for refunds. All sales of discounted or promotional products are final and non-refundable.

The terms of the guarantee are in addition to and are not intended to modify any obligations which we may have under any Consumer Law and our obligations at law generally

10. Payment for Product and Services by Instalments

10.1. In the event that you choose to purchase a certification program via instalments, please note that you will not be fully 'certified' until payments are completed in full. You will be able to pass your test and work with clients, however, not claim you are a 'certified' client or utilise 'certified' client materials, until such a time that the entire balance is paid.

10.2. In the event that we agree, at our discretion, to accept payment for our products and services from you by instalments, you acknowledge and agree that any default by you in payment of those instalments by the due date entitles us to demand payment from you of the full balance amount owing for those products and services. Subject to the provisions of clause 9 herein, and our

obligations at law, you have no right to terminate any instalment program without payment for the products and services in full.

10.3 Completing your order by choosing a predetermined monthly payment amount for a predetermined Payment Plan Period through any of our checkout pages where recurring payments are available and subsequently successfully making the first payment of your Payment Plan, you agree that we have the right to charge you for all recurring payments for that particular purchase, subject to the Payment Plan Period you've chosen

11. General

11.1. Amendments

We may amend these Terms at any time without notice to you by posting amended Terms on this Site effective immediately upon posting.

11.2. Our relationship

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relation is intended to be created between you and us by these Terms.

11.3. Governing Law

This agreement between you and BMS Fusion is governed by and is to be construed in accordance with the laws of Australia

11.4. Termination

We may terminate this agreement or your ability to access this Site and/or any other service provided to you by us and any other agreement between us, immediately, if you breach any of these Terms.

11.5. Severance

If any provision in this agreement is found to be void, unenforceable or illegal, the provision is to be severed from this agreement without affecting the validity, legality or enforceability of the remaining provisions in this agreement which will continue in full force and effect.

11.6. Non-waiver

If we do not act in relation to a breach by you of these Terms, this does not waive our right to act with respect to subsequent or similar breaches.

11.7. Breach of Obligations by BMS Fusion

In the event of any breach of the Terms by BMS Fusion, your remedies shall be limited to damages which under no circumstances shall exceed the price of the Services.

11.8. Set-Off

You shall not be entitled to set off against or deduct from the cost of our services any sums owed or claimed to be owed to you by BMS Fusion

11.9. Force Majeure

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other events beyond the reasonable control of either party.

11.10. Default

If you default in payment of any amount of money owing when due, you shall indemnify BMS Fusion from and against all costs and disbursements incurred by in pursuing the debt including legal costs on a solicitor and own client basis and BMS Fusions Collection Agency costs.

11.11. Suspension of Services

Without prejudice to any other remedies that BMS Fusion may have, if at any time you are in breach of any obligation hereunder (including those relating to payment) BMS Fusion may suspend or terminate the supply of Services to you and any of its other obligations under the Terms. BMS Fusion shall not be liable to you for any loss or damage you suffer because BMS Fusion has exercised its rights under this clause.

11.12. Administration Fees

If any account remains overdue after thirty (30) days, then an amount of the greater of Twenty Dollars (\$20.00) or Ten Percent (10%) of the amount overdue (up to a maximum of \$200.00) shall be levied for administration fees which sum shall become immediately due and payable.

11.13. Interest on Overdue Payments

Interest shall accrue on any overdue payments owing by you to us at the rate of 2.5% per month, or part of the month, that the payment is outstanding. Such interest shall be calculated monthly on a compounding basis.

11.14. Representations

You acknowledge and agree that in purchasing our products and services you have not relied upon any representations made to you by our agents or representatives, or other third parties, unless those representations are set out in these terms and conditions, or those representations are confirmed in writing by our authorised director.

11.15. Attendance at our Events

If you attend any event convened by us in the provision of our services to you, it will be your responsibility to conduct yourself in accordance with reasonable standards of behaviour. We shall be entitled to terminate your participation in such events if we determine that you have breached such reasonable standards of behaviour by, including but not limited, to being uncooperative, aggressive, abusive or disruptive. You will not be entitled to any refund for the sum of money paid for or in connection with that event or our services and products if your participation is terminated as set out herein.

11.16. Acceptance of these Terms and Conditions

You shall be deemed to have accepted these terms and conditions if:

- You access and use the Site; and/or
- You purchase any of our products or services.

CONTACT INFORMATION

The Seller of this product is:

Owned and Operated by BMS Fusion Pty Ltd

Mailing address:

BMS Fusion

9 Naranja Crescent

Benowa

Qld

4217

Australia

Contact Email: help@douglaspeacock.com

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