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The use of the products and services on this Website including any information, exercise or fitness program, course materials (the "Products and Services") is at your sole risk.

1 General Disclaimer

1. 1.1. This Disclaimer does not exclude any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
2. 1.2. To the extent permitted by law:
 1. (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated are excluded; and
 2. (b) we will not be liable for any special, indirect or consequential loss or damage loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Products and Services (including as a result of not being able to use the Products and Services or the late supply of the Products and Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
3. 1.3. Everything on the Website and the Products and Services are provided to you "as is" and "as available" without warranty or condition of any kind including as to fitness for a purpose. None of our affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about the Products and Services or any other products or services referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 1. (a) the accuracy, suitability or currency of any information on the Website, the Products and Services, including third party material and advertisements on the Website;
 2. (b) costs incurred as a result of you using the Website or the Products and Services;
 3. (c) the Products and Services or operation in respect to links which are provided for your convenience only;
 4. (d) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 5. (e) any failure to complete a transaction, or any loss arising from an e-commerce transaction on the Website.

1.4 Specialcise Pty Ltd, its employees, agents and contractors disclaim any and all liability and responsibility to any person in relation to the Products and Services including without limitation any error in or omission in the Products and Services and of the consequence of any actions taken or omitted to be taken in reliance, whether wholly or partly, upon all or any part of the Products and Services on this Website.



2 Medical Disclaimer

2.1 The Products and Services are not a substitute for direct, personal, professional medical care and diagnosis. None of the Products and Services should be used or performed or otherwise participated in without clearance from your doctor or health care provider first. The information contained within the Products and Services is not

intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or business and should not be relied upon in that regard.

2. 2.2 Do not use the information provided on this Website or the Products and Services to diagnose, or treat a medical, mental, or emotional problem or disease, or to prescribe a medication or other treatment. Always speak to your doctor or healthcare professional before using the Products and Services. If you have or suspect that you have a medical problem, contact your doctor or health care provider promptly. Do not disregard professional medical advice or delay in seeking professional advice because of the Products and Services.
3. 2.3 There may be risks associated with participating in activities covered under the Products and Services for people in good or poor health or with pre-existing physical or mental health conditions. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such activities.
4. 2.4 As with any exercise or fitness program you assume certain risks to your health and safety. Any form of exercise or fitness program can cause injuries. It is possible that you may become injured doing the exercises or fitness program offered through the Products and Services. Although thorough instruction is included in the Products and Services, you participate of your own free will and according, knowingly and voluntarily assume all risks associated with such exercise or fitness activities.
5. 2.5 We are not doctors or medical experts. You must consult your doctor or health care provider before using the Products and Services. We are not responsible for any injuries or health problems you may experience as a result of using any of the Products and Services and you assume full personal responsibility for any outcome in using the Products and Services.

3 No Reliance on Information

1. 3.1 The information contained in the Website outlines Products and Services listed for supply through the Website. All information contained on the Website, including information relating to third party products and services, is for information purposes only.
2. 3.2 We do not warrant that Products and Services descriptions or other content on this Website is accurate, complete, reliable, current, or error-free. To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in our Terms.

4 Limitation of Liability

4.1 To the fullest extent permissible at law, we are not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever

3.3 In addition, we do not make any representations or warranties that the information we

provide will be uninterrupted, timely or secure. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material posted by us. You should make your own inquiries and seek independent advice from relevant industry professionals and experts before acting or relying on any information or

material which is made available to you pursuant to our information service.

including, without limitation, any claims or losses for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide any Products and Services.

4.2 This Disclaimer is to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible we limit our liability at our option as follows:

1. (a) for any claims relating to our Products and Services to the fees payable for the Products and Services; or
2. (b) in the case of Products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products or (d) the payment of having the products repaired; or
3. (c) in the case of services, the supply of the Services again or the payment of the cost of having the Services supplied again.

5 Advertising Links

1. 5.1 Some of the information provided on the Website may concern products or services or may be the information of third parties. We are not responsible for the accuracy of this information or the suitability or quality of the products and services of the third parties.
2. 5.2 You should contact the relevant third party supplier directly to enquire on that information prior to entering into a transaction in relation to the third-party products and services depicted on the Website. The third-party products, services and information are not provided or endorsed by us and your legal relationship is with the third-party supplier.
3. 5.3 The Website may contain links and other pointers to Internet websites operated by third parties. We do not control these linked websites and are not responsible for the contents of any linked website. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the site or the products or services provided at those sites. You link to any such website is entirely at your own risk.



6 Terms and Conditions

I agree to keep the information provided for the Specialcise Full Program, confidential. I will not share Specialcise downloads with others without express written permission from Specialcise Pty Ltd.

I understand that my purchase for the Specialcise Full Program is a one off payment of AUD\$1000 and that after Twelve months I cannot use the Specialcise name in any promotional or advertising capacity unless I upgrade to the weekly subscription of AUD\$30.

If I do not subscribe to the weekly payment, I must cease using the Specialcise name in any capacity including promotional or advertising.

I cannot use the Specialcise name in any promotional or advertising capacity unless I am a current subscriber.

This Website and the Specialcise program is provided as a resource for people who wish to conduct an exercise program for people with special needs/disability. It is not intended to be fully inclusive of all considerations for working with people with special needs. Personal Trainers/Gym Professionals/Teachers/Coaches/Parent/Carers should further consult doctors and/or other professionals for advice regarding additional concerns that might affect a gym/exercise program for people with special needs.