

Terms & Conditions

Welcome to Recover Wellbeing's Online Community!

Recover Wellbeing's Online Studio (hereinafter referred to as the "Online Community") is designed to provide you with high quality video, tutorials and information of Recover Wellbeing's classes; including Pilates, yoga, tutorials and mindfulness, as well as supplementary resources to enrich your Recover Wellbeing journey. Our aim is to support and bring together an online audience from around the globe, into our supportive wellbeing community. This Online Community is not directed at people under eighteen (18) years of age.

The Online Community is owned by Recover Wellbeing. These Terms & Conditions of Use (this "Agreement") apply to all of the products, services and websites offered by Recover Wellbeing, the mobile or tablet versions thereof, any Recover Wellbeing software, and any future applications created by Recover Wellbeing whether available through a social networking site or its subsidiaries or affiliated companies (collectively, the "Service"). Please note that the availability of any Online Community applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Recover Wellbeing and such social networking site, mobile or tablet device, or internet television or other technology platform.

PLEASE READ THIS TERMS OF USE AGREEMENT VERY CAREFULLY BEFORE USING THE ONLINE COMMUNITY.

1. Acceptance of Terms

This Agreement sets forth legally binding terms for your use of the Online Community. By using the Online Community, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Recover Wellbeing website, without access to content) or you are a "Member" (which means that you have registered as a user of the Online Community). If you do not accept the terms of this Agreement, you should leave the Online Community and discontinue use of the Service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on the Online Community. You agree to be bound by any modification to this Agreement when you use the Online Community after any such modification is posted; it is therefore important that you review this Agreement regularly.

2. General Registration Requirements

If you wish to become a Member and make use of the Service, you must read this Agreement and indicate your acceptance during the registration process. In consideration of your use of the Service, you represent that you are of legal age to form a binding contract. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Recover Wellbeing Online Community (the “Registration Data”) and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Recover Wellbeing reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Use of the Service and membership on the Online Community is void where prohibited.

Content (including videos, pictures, classes, tutorials, eBooks, recipes, information, descriptions and any other communication displayed on the Online Community) is provided to you “AS IS” for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Recover Wellbeing.

Recover Wellbeing reserves all rights not expressly granted in and to the Online Community and the Content. You may access Recover Wellbeing and Content as available:

for your information and personal use;

- as intended through the normal functionality of the Online Community Service; and

- for Streaming, (“Streaming” or “Stream” means a contemporaneous digital transmission of an audiovisual work via the Internet from the Service to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user).

Accessing Recover Wellbeing videos for any purpose or in any manner other than Streaming is expressly prohibited.

3. Health Disclaimer

Physical exercise, in all of its forms and with or without the use of equipment such as foam rollers, rings or any other equipment that may be suggested by a Recover Wellbeing instructor, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, breath work video, program or using any suggested equipment, shown in any of the video clips on the Online Community. Recover Wellbeing is not a medical organisation and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while viewing Recover Wellbeing videos.

You are responsible for making your own inquiries and seeking independent advice from an appropriately qualified healthcare professional before acting on any information or material made available to you through the Online Community. The information on the Online Community may not be suitable to your particular circumstances and is not a substitute for obtaining specific advice from a qualified healthcare professional.

By using the Online Community you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes and activities on the Online Community, you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind against Recover Wellbeing, or any person or entity involved with Recover Wellbeing, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

Persons with pre-existing medical conditions, in poor health, or with any concerns as to commencement of a new fitness program should consult with

an appropriate healthcare professional before beginning any of the videos, eBooks or suggested activities in the Online Community.

4. Minors

Recover Wellbeing's content is not directed to persons under eighteen (18) years of age, and by providing information about yourself to Recover Wellbeing you are representing that you are eighteen (18) years of age or older.

5. Member Account, Password and Security

If you register on the Online Community, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Recover Wellbeing of any unauthorised use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another Member's account without prior authorisation from Recover Wellbeing. Recover Wellbeing will not be liable for any loss or damage arising from your failure to comply with this Agreement.

6. Prohibited Conduct

You agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that:

- is offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, pornography, sexually explicit material or offensive subject matter;
- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own;

- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- violates any intellectual property or other proprietary right of any third party, including Content that - - promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or - - providing or creating computer viruses;
- solicits passwords or personal identifying information from other Members;
- involves commercial activities and/or sales without Recover Wellbeing's prior written consent, such as contests, - - sweepstakes, barter, advertising, multi-level marketing, and/or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or otherwise - constitutes an invasion of an individual's privacy or infringement of publicity rights;
- denigrates, ridicules, or demeans another person; or
- contains a virus or other harmful component.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Online Community in a manner that sends more request messages to the Recover Wellbeing servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

7. Responsibility for Content

You, and not Recover Wellbeing, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Recover Wellbeing Online Community. Recover Wellbeing does not control the Content posted by any Members and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will Recover Wellbeing be liable in any way for any Content, including, but not limited to, any errors or

omissions in any Content, or any loss or damage of any kind incurred at any time as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You acknowledge that our Facebook Community provides for public communications. To become a Recover Wellbeing Online Community Facebook Group member you agree to provide truthful, accurate personal details about yourself as required on the sign up page for Facebook. You will use the Facebook Community only for positive and supportive purposes and not post or comment negatively or in terms that could or might be offensive to other users of the Recover Wellbeing Facebook Community, either within the Recover Wellbeing Facebook Community or otherwise, or the Website, the Online Community and/or the individuals representing the Website and/or their employees.

You will not use the Recover Wellbeing Facebook Community:

- (a) for any unlawful, disrespectful, harmful, threatening, abusive or otherwise objectionable purpose;
- (b) to incite others to conduct the activities described in Prohibited Conduct.
- (c) to interfere with the lawful and reasonable use of the Recover Wellbeing Facebook Community by others; and
- (d) to attempt to directly or indirectly, allow or facilitate a third party to enter the Facebook Community through your Subscription.
- (e) You acknowledge that the moderators of the Facebook Community reserve the right to remove any messages in the Facebook Community that are inappropriate or that they reasonably believe may have a negative impact upon the Program and/or its reputation.

8. Rejection/Removal of Content

You acknowledge that Recover Wellbeing may or may not pre-screen Content posted on the Facebook Community and Online Community, that Recover Wellbeing is not responsible for behaviour or comments of teachers and/or students and/or music on the Online Community, but that Recover Wellbeing shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, Recover Wellbeing shall have the right to remove from the Online Community any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Recover Wellbeing. If you become aware of misuse of the Service by any person, please contact Recover Wellbeing.

9. Termination or Suspension of Account

You agree that Recover Wellbeing may at any time and for any reason, including a period of account inactivity, terminate your access to Recover Wellbeing Services, or restrict or suspend your access to all or any part of the Service at any time, for any or no reason, with or without prior notice, and without liability.

10. Preservation/Disclosure

You acknowledge, consent and agree that Recover Wellbeing may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process nationally or internationally; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; (e) protect the rights, property or personal safety of Recover Wellbeing, its Members and the public; or (f) pursuant to the terms of the Privacy Policy.

11. Security Components

You understand that the Recover Wellbeing and software embodied within the Online Community may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Recover Wellbeing and/or content providers who provide content to Recover Wellbeing. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Online Community.

12. Proprietary Rights

All materials on the Online Community, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Recover Wellbeing or by third parties that have licensed or otherwise provided their material to Recover Wellbeing. You acknowledge and agree that all Materials on the Online Community are made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on this Online Community, no Material may be copied, reproduced, republished, sold, downloaded, posted,

transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Recover Wellbeing's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilise the Online Community or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

13. Non-commercial Use

The Service may not be used in connection with any commercial purposes, except as specifically approved by Recover Wellbeing. Unauthorised framing of or linking to any of the Online Community is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

14. License to Your Content

By posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "Posting") any Content on or through the Online Community, Facebook Community or the Service, you hereby grant to Recover Wellbeing a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through the Online Community and associated social media pages in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you, and without your consent. If you wish to remove any Content from the Service, your ability to do so may depend on the type of Content, the location and manner of Posting, and other factors. You may contact us to request the removal of certain Content you have Posted, but Recover Wellbeing has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. Notwithstanding the foregoing, a back-up or residual copy of any Content Posted by you may remain on Recover Wellbeing's servers after the Content appears to have been removed from the Online Community, and Recover Wellbeing retains the rights to all such remaining copies. You represent and warrant that: (a) you own all right, title and interest in all Content posted by you on or through the Online Community or the Service, or otherwise have the right to grant the license set forth in this section, and (b)

the Posting of your Content on or through the Online Community or Service does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

15. Third Parties

Our Online Community contains Content of Recover Wellbeing, and Content of third party licensors to Recover Wellbeing, which is protected by copyright, trademark, patent, trade secret and other laws. Recover Wellbeing owns and retains all rights, title and interest in the Recover Wellbeing Content. Recover Wellbeing hereby grants to you a limited, revocable, non-sublicensable license to stream and/or view the Recover Wellbeing Content and any third party Content located on or available through the Online Community or Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing the Online Community and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through the Online Community or Service.

Any dealings with third parties included within or on the Online Community involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Recover Wellbeing is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Online Community does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Recover Wellbeing or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Online Community is provided to you for informational purposes only. Recover Wellbeing encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Recover Wellbeing works to ensure the information on the Online Community is current and accurate, Recover Wellbeing does not warrant the accuracy of any information contained on the Online Community (including information provided by instructors) or its fitness for any particular purpose.

16. Other Sites

Our Online Community may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. Recover Wellbeing does not assume any responsibility or liability for the actions, product, and content of any such website. Before you use any third party website, you should review the applicable terms of use and policies. The inclusion of a link in any of the websites does not imply Recover Wellbeing's endorsement of such third party. If you decide to access any such linked websites, you do so at your own risk.

17. International Use

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from Australia or the country in which you reside.

18. Privacy Policy

Recover Wellbeing respects your privacy and permits you to control certain aspects of the treatment of your personal information as set forth in Recover Wellbeing's Privacy Policy. A complete statement of the current privacy policy can be found in Recover Wellbeing's Privacy Policy. The Privacy Policy is expressly incorporated into this Agreement by this reference.

19. Infringement Policy

Recover Wellbeing reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service or the Online Community by any user who is alleged to have infringed on the intellectual property rights of Recover Wellbeing or of a third party, or otherwise violated any intellectual property laws or regulations. Recover Wellbeing's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Recover Wellbeing to delete, edit, or disable the material in question, you must provide Recover Wellbeing with all of the following information: (a) a physical or electronic signature of a person authorised to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single

notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Recover Wellbeing to locate the material; (d) information reasonably sufficient to permit Recover Wellbeing to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Recover Wellbeing by e-mail with a return receipt acknowledgement.

20. Member Disputes

You are solely responsible for your interactions with other Members. Recover Wellbeing reserves the right, but has no obligation, to monitor or mediate disputes between you and other Members.

21. Term and Termination

This Agreement shall remain in full force and effect for so long as it is posted on any of Recover Wellbeing. You may terminate your membership at any time, for any reason, by following the instructions on the Online Community. If you cancel your membership before the end of the applicable billing cycle, your account will be cancelled as of the following month. You will not receive a refund for the current billing period.

Recover Wellbeing reserves the right to terminate your account or your access to the Recover Wellbeing immediately, with or without notice to you, and without liability to you, if Recover Wellbeing believes that you have breached any of the terms of this Agreement, furnished Recover Wellbeing with false or misleading information, or interfered with use of the Online Community or the Service by others.

When you close or deactivate your account or if your account is otherwise terminated, we have the right, but not the obligation, to store your personal information, settings, saved and completed classes, and teachers you have followed. Unless we have exercised our right to terminate your account, you can re-activate your account at any time by contacting us.

22. Membership

- No Sharing. Members of the Online Community may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by Recover Wellbeing as fraudulent use of the Online Community, which will result in the immediate cancellation of membership without refund. When becoming a Member you agree to take all actions possible to protect your username and password from fraudulent use.
- Fraudulent Use. Recover Wellbeing reserves the right to cancel any membership it believes has been compromised, or is being used fraudulently, at its own discretion.
- Billing. Memberships are billed monthly. All memberships are renewed automatically until cancelled. If membership is terminated due to a violation of this Agreement, Recover Wellbeing will not reimburse the Member for the remainder of any paid month, nor will reimbursements be made for membership cancellations prior to any monthly renewal date. Members may cancel their membership at any time. Membership must be cancelled prior to the renewal date in order to end membership charges. Membership must be cancelled prior to the renewal date in order to end membership charges.
- Pricing. When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If Recover Wellbeing later increases the price of the subscription, Recover Wellbeing will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

23. Disclaimer of Warranties

You agree that your use of the Online Community shall be at your sole risk. The Online Community and the materials are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permitted by law, Recover Wellbeing, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Online Community and your use thereof. Recover Wellbeing makes no warranties or representations about the accuracy or completeness of this Online Community's content or the content of any sites linked to this website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature

whatsoever, resulting from your access to and use of the Online Community, (iii) any unauthorised access to or use of Recover Wellbeing's secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Online Community, (v) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Online Community by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Online Community.

Recover Wellbeing does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Online Community or any hyperlinked websites or featured in any banner or other advertising, and Recover Wellbeing will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

24. Limitation on Liability

In no event shall Recover Wellbeing, its officers, directors, employees, contractors, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Online Community, (iii) any unauthorized access to or use of Recover Wellbeing's secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Online Community, (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through the Online Community by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Online Community, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Online Community is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Recover Wellbeing shall not be liable for content posted by users or the defamatory, offensive, or illegal conduct of any

third party and that the risk of harm or damage from the foregoing rests entirely with you.

Any reference to a person, entity, product, or service on this Online Community does not constitute an endorsement or recommendation by Recover Wellbeing or any of its employees. Recover Wellbeing is not responsible for any third party content on the Online Community or third party web page accessed from this website, nor does Recover Wellbeing warrant the accuracy of any information contained in a third party website or its fitness for any particular purpose.

No communication of any kind between you and Recover Wellbeing or a representative of Recover Wellbeing shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

Recover Wellbeing reserves the right to remove any material posted on the Online Community that it determines in its sole discretion is violative of any law or right of any person, infringes the rights of any person, or is otherwise inappropriate for posting on the Online Community.

25. Exclusions and Limitations

Those who access or use the Recover Wellbeing from other jurisdictions do so at their own volition and are responsible for compliance with local law. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

26. Indemnity

You agree to defend, indemnify and hold harmless Recover Wellbeing, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Recover Wellbeing; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defence

and indemnification obligation will survive this Agreement and your use of the Online Community.

27. Additional Terms

We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain promotions or activities available through the Online Community, to obtain certain premium Content through the Online Community, or for other reasons. These additional terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, or otherwise engage in activities governed by such additional terms.

28. Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of the Online Community (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or the Online Community.

29. Assignment

This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Recover Wellbeing without restriction.

30. Integration Clause

This Agreement together with the Privacy Policy and any other legal notices published by Recover Wellbeing on the Online Community website, shall constitute the entire agreement between you and Recover Wellbeing concerning the Online Community and governs your use of the Online Community and Service, superseding any prior agreements between you and Recover Wellbeing with respect to the Online Community and Service.

31. Waiver and Severability of Terms

The failure of Recover Wellbeing to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction

to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

32. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Online Community, the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

33. Governing Law and Venue

This Agreement shall be governed by the laws of Australia, without respect to its conflict of laws principles. Any claim or dispute between you and Recover Wellbeing that arises in whole or in part from the Online Community shall be decided exclusively by a court of competent jurisdiction located in Australia.

34. Ability to Accept Terms of Service

You affirm that you are at least eighteen (18) years of age, and are fully able and competent to enter into this Agreement, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

35. General

Recover Wellbeing reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Online Community following any amendment of this Agreement will signify your assent to and acceptance of its revised terms.

36. Information provided on Website

All information provided by us on the Website and Online Community is provided in good faith. We derive our information from sources which we believe to be accurate and up to date as at the date of publication. We may update any information at any time but you acknowledge that the information on the Website may not be the most current knowledge. In addition, to the extent permitted by law, we do not make any representations or warranties that any information we provide is reliable, accurate or complete and (unless expressly stated) we make no guarantees of any specific result from use of this Website or the information service provided through it. To the extent

permitted by law, we are not liable for any loss arising from any action taken or reliance by you on any information or material available on the Website or Online Community.

37. Questions

If you have any questions or comments regarding this Agreement or the Recover Wellbeing Online Community, feel free to contact us by e-mail.