

In these Terms and Conditions (Terms of Use), “we” or “us” means Soulcom Pty Ltd and “you” means the person, organisation or entity that purchases products or related services from us. The Terms apply to: (i) all sales made by us to consumers, and (ii) all bookings made with us for Services including but not limited to: readings, healings, workshops, classes, groups, made through our websites.

These Terms form the agreement under which we will supply products and services to you. Please read the Terms carefully. Please contact us if you have any questions, before you purchase our products or services from us. Your purchase from us indicates that you have had sufficient opportunity to access the Terms and contact us, that you have read, accepted and will comply with the Terms, and that you are eighteen (18) years or older. You must not order products or services from us if you are under eighteen (18) years of age. If you do not agree to the Terms, do not purchase from us. Our Terms of Use set out terms and conditions for using our Site.

Sales

Orders

You may order with us as set out on the website. We may at our discretion accept or reject an order depending on factors including availability of products and our ability to validate payment for the products. It is your responsibility to check the order details, including product and pricing, before you complete your order on our website.

We will provide you with an order summary, the shipping and billing addresses and a description of what was ordered, when you order and pay on our website and your payment has been validated.

A binding agreement comes into existence between you and us, once we have given you an order summary email. No changes to the Terms will be effective unless we both agree to the changes in writing.

Payments

You agree to pay the purchase price specified on the website at the time that you place your order for the purchase of a product, plus any applicable delivery and insurance charges based on the delivery options selected by you. All amounts are stated in Australian dollars. All purchase prices include Australian GST (where applicable). Delivery and any insurance charges will be separately shown. GST as defined in the A New Tax

System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.

You must pay for the product using the payment methods available on the website. Payments may be processed via a merchant gateway. This online merchant is located in Australia.

Your payment will be processed upon receipt of your order. You must not pay, or attempt to pay, for an order through any fraudulent or unlawful means. If your payment is not able to be successfully processed, then your order may be cancelled

Availability and Cancellation

All purchases made with us are subject to availability. If there is a considerable delay in dispatching your order, or if for any reason, we cannot supply a product you have ordered, we will contact you using the contact details provided by you when you placed the order. You can choose a refund, store credit, or to put your order on backorder as agreed with you. If you choose a refund or store credit, any delivery costs you have paid for the product will be refunded to you. If you choose to put your order on backorder, we will contact you to arrange for delivery once the product is available.

We reserve the right to refuse supply of the products ordered by you, terminate your account, terminate our contract with you, and remove or edit content on our website at our sole discretion, without incurring any liability to you.

Delivery

We deliver worldwide. Packaging and shipping costs are additional as quoted and priced at order.

We will normally dispatch the product within 7 Business Days of the receipt of your order, unless otherwise noted. Any delivery periods displayed are estimates only, based on the information provided by the delivery company. We will deliver the product to the place of delivery you specify when making your order.

Title in the products will not pass to you until your payment has been processed or otherwise received by us. If your payment is declined for any reason we reserve the right to reclaim the products. If you have moved from the delivery address. We reserve the right to keep or sell the products. Risk of loss, damage or deterioration to any products will pass to you on delivery.

Discount Codes and Promotions

We may from time to time offer promotional discount codes, which may be applicable to goods on the website, and must be entered at the time of submitting your order. The conditions of use relating to any discount code will be specified at the time that it is issued.

Return, Refund and Exchange Policy

We do not provide refunds for any of our products, including downloadable products, for change of mind. If you believe your product is faulty and wish to seek repair, replacement or a refund for a product, you must return the product to us within 7 business days of receiving the product. If you are entitled to a refund, we will only give you the refund once evidence of faulty product is received by us, or we have received the product at our warehouse and inspected it and assessed whether it is eligible for a refund under the Terms. Any refund we make will be by the same payment method used to purchase the product.

Subject to this clause, we will not accept for return any product that has been used, connected, installed, attempted to be connected or installed, or if your product is custom-made or is a special buy product.

It is your responsibility to adequately package the product you are returning to ensure that it is not damaged during return delivery to our warehouse. You have a duty of care for the product while it is in your possession. If you damage products, then subsequently return the products, you may be liable to pay to repair the product to its original condition. In these circumstances, where a repair is not economically viable, no refund will be made.

Bookings

If you wish to book a Service whether it be conducted face-to-face or via phone or Skype, we may require you to create an account to book an

appointment using an online scheduler.

You agree and accept that Services are provided to you on these Terms. You accept these Terms by booking a Service.

For a Service, you are required to pay the fee as set out on the website (Fee) in full to secure your booking. If we do not receive payment in full your booking will not be scheduled and confirmed.

Prices and payment

Full payment of the Fee is required at the time of booking for Services. If and when applicable, GST payable for the Service will be indicated to you. By accepting these Terms, you agree to pay us an amount equivalent to the GST imposed on these charges. Our pricing structure or payment methods may be amended from time to time in our discretion.

Location and timing

Face-to-face Service

In order to participate in your Face-to-face Service, you agree to attend your Face-to-face Service at the time and location chosen by you when making your booking. Incorrectly scheduled bookings will be treated as a missed appointment within 48 hours in accordance with our Cancellation Policy set out below.

Phone Service

We will contact you at the date and time chosen by you when you made your booking. We will attempt to contact you via the contact number or Skype address provided by you when you made your booking, and if we are unable to reach you after 3 attempts within the first 5 minutes of your scheduled time, it will be treated as a missed appointment in accordance with our Cancellation Policy set out below.

Cancellation Policy

You are able to cancel a Service booking by: notifying us through the contact form available on the website; or replying to the confirmation email sent to you to confirm the date and time of your Service.

We require at least 48 hours notice if you wish to cancel a Service.

If you cancel your Service booking less than 48 hours prior to your scheduled Service booking, we will retain 50% of the Service fee and we may, at our sole discretion, charge you the balance for your scheduled Service.

Rescheduling

We will use reasonable endeavours to accommodate any request for changes to bookings which are received at least 48 hours prior to your Service booking. If you make a request to reschedule within 48 hours of the scheduled Service booking, we may, at our sole discretion, either reschedule or cancel the Service booking. If we elect to cancel the Service booking, it will be treated as a cancellation within 48 hours in accordance with our Cancellation.

In “Unfit” state for Service

If a client presents intoxicated, under the influence of illicit substances, sedated or significantly affected by prescription or non-prescription drugs; is aggressive, offensive or deemed in an unfit or unsafe state for the psychic or healer to carry out a service, then the client will be refused entry to premises and any service at that time and subsequently forfeit his/her prepaid fee.

Client acknowledgements

You warrant that: there are no legal restrictions preventing you from agreeing the Terms; you will cooperate with us and provide us with information and comply with requirements in a timely manner, as requested by us from time to time, that are reasonably necessary to enable us to perform the Service; the information you provide to us is true, correct and complete; for Phone Services, that you have provided us with a working phone number and/or Skype address (as applicable); you will not infringe any third party rights in working with us and receiving the Service; you will inform us if you have reasonable concerns relating to the Service under the Terms, with the aim that we and you will use all reasonable efforts to resolve the concerns; and you consent to the use of your name and Intellectual Property in relation to the Service in a way which may identify you.

In participating in a Service, you acknowledge and agree that: the Service may be an emotional and possibly confronting experience;

the Service that is given is subject to your own personal interpretation and is not to be treated as professional medical, psychological, legal and/or financial advice; the accuracy, completeness and/or applicability of the Service is not guaranteed; you will cooperate throughout the Service and not to perform any acts or omissions which may interfere with the Service; and you will not record, film or otherwise capture the Service without permission from Soulcom Pty Ltd.

You acknowledge and agree that if your Service is recorded it is strictly for personal use and must not be republished or redistributed by you.

General

Termination

You may terminate these Terms by cancelling your appointment as per the Cancellation Policy set out above.

You acknowledge and agree that a Service may be cancelled or terminated by us, at any time, including during the Service, in our sole discretion.

If your Service is cancelled or terminated by us, prior to the Service, we may, at our sole discretion, provide you with a refund of any payments which have been made by you.

If your Service is terminated during the Service, we may, at our sole discretion, do either of the following: provide you with a refund of payments made by you; retain your Deposit; or retain your full payment for the Fees.

We may terminate these Terms immediately, in our sole discretion, if: we consider that a request for a Service is inappropriate, improper or unlawful; if you fail to provide us with clear or timely instructions to enable us to provide the Service; we consider that our working relationship has broken down including a loss of confidence and trust; for any other reason outside our control which has the effect of compromising our ability to attend or perform the Service; or you fail to make payments of our Fees as requested.

On termination of these Terms you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents

containing or relating to our Confidential Information and Intellectual Property.

On termination of these Terms, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and Intellectual Property, and/or documents containing or relating to your Confidential Information and Intellectual Property.

On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to the Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

Intellectual Property

Intellectual Property includes but is not limited to: all present and future rights to intellectual property including inventions and improvements, trade marks (whether registered or common law trade marks), patents, designs, copyright, any corresponding property rights under the laws of any jurisdiction; all rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and all work product developed in whole or in part by Soulcom Pty Ltd.

Soulcom Pty Ltd owns all Intellectual Property rights in the products and company branding, as between us and you.

Confidential information

Confidential Information includes confidential information about your Reading, the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as "confidential".

We, including our employees and contractors, agree not to disclose your

Confidential Information to any third party; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; only to use the Confidential Information for the purpose for which it was disclosed by you and not for any other purpose.

You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use the Confidential Information for the purpose for which it was disclosed or provided by us to you, and not for any other purpose.

These obligations do not apply to Confidential Information that: is authorised to be disclosed; is in the public domain and/or is no longer confidential, except as a result of breach of these Terms; is received from a third party, except where there has been a breach of confidence; or must be disclosed by law or by a regulatory authority including under subpoena.

The obligations under this clause will survive termination of these Terms.

Feedback and dispute resolution

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our products or services, please contact us.

If there is a dispute between the parties in relation to these Terms, the parties agree to the following dispute resolution procedure. The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting).

If the parties cannot agree how to resolve the dispute at the Initial Meeting, any party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of Australian Capital Territory to appoint a mediator. The mediator will decide the time and place for mediation. The parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the parties under these Terms, by law or in equity.

Australian Consumer Law

Certain legislation, including the ACL in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified (Statutory Rights). Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the ACL or any liability under the ACL, which by law may not be limited or excluded.

We exclude all implied conditions and warranties except for your Statutory Rights, to the extent permitted by law, including but not limited to: we expressly disclaim any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms; we do not warrant that the website or your access to the website will be error free, that any defects will be corrected or that the website or the server which stores and transmits material to you are free of viruses or any other harmful components;

we take no responsibility for, and will not be liable for, the website or any of our products and/or services being unavailable; and we will not be liable for any loss, damage, costs including legal costs, or expense whether direct, indirect, incidental, special, consequential and/or incidental, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the website, inability to access or use the website, the products, the services, the late supply of products, or the Terms, even if we were expressly advised of the likelihood of such loss or damage.

Applicable to sales only

If you are a consumer as defined in the ACL, the following notice applies to you: "Our goods come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (Consumer Guarantees).

You are entitled to a replacement or a refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”

Your product may come with a manufacturer’s warranty. The manufacturer’s warranty is in addition to but may overlap with any rights and remedies you may have under applicable law, including any Consumer Guarantees. If you are not considered a “consumer” within the meaning of the ACL, the manufacturer’s warranty may be your sole remedy. You should check the manufacturer’s warranty, as many manufacturers’ warranties do not apply in a business or commercial setting. Please contact the manufacturer if you would like to make a claim under the manufacturer’s warranty.

Applicable to bookings only

If you are a consumer as defined in the ACL, the following applies to you: we guarantee that the Services we supply to you are rendered with due care and skill, and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.

Disclaimers and limitation of liability

While the information and material contained on the website is believed to be accurate and current, it is provided by us in good faith on an “as is” basis, and Soulcom Pty Ltd and the directors, officers and employees of Soulcom Pty Ltd accept no responsibility for and make no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the website.

You acknowledge and agree that any insights or guidance provided in our products or through the Service is not professional advice or personal recommendations. Soulcom Pty Ltd provides no guaranteed results, and take no responsibility and are not liable for any decisions or actions that you take following use of any of our products or your received Service. Your reliance on any information provided to you through our products or Services is at your own risk.

Where the delivery of products or provision of any of our Services depends on your information or response, we have no liability for a failure to deliver the products or perform the Services, which is affected by your delay in response, incomplete or incorrect information.

We will not accept liability for a failure to provide you with a Phone Service where you have provided an incomplete or incorrect phone number or Skype address (whichever is applicable) or where we are unable to reach you due to faulty phone lines or faulty internet connections.

On request by you, we may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or failure to advise or provide services.

Our total liability arising out of or in connection with the products, any of our Services, or the Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of products and/or Services under the Terms.

This clause will survive the termination of these Terms.

Indemnity

You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: any information that is not accurate, up to date or complete or is misleading or a misrepresentation; any breach of these Terms; and any misuse of any of our products or Services from or by you, your employees, contractors or agents.

You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our products and services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

The obligations under this clause will survive termination of these Terms.

General

Privacy: We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth) and any other applicable legislation or privacy guidelines.

Accuracy: While we endeavour to keep the information up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

We will not be liable for any delay or failure to perform our obligations under the Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance, we may terminate our agreement with you by giving you notice in writing.

Notice: Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.

Email: You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

Relationship of parties: The Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.

Waiver: Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of the Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.

Assignment: You must not assign any rights and obligations under the Terms whether in whole or in part without our prior written consent.

Severability: If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by Law.

Jurisdiction and Applicable Law: Your use of this website and any dispute arising out of your use of it is subject to the laws of Australian Capital Territory. These Terms will be governed by the laws of Australian Capital Territory, Australia and subject to the exclusive jurisdiction of the Australian Capital Territory courts. The website may be accessed throughout Australia and overseas. Soulcom Pty Ltd makes no representation that the content of the website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the website.

Amendment: These Terms may be amended from time to time, without prior notice. Your purchase or engagement of our services from us following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms, before purchase. Our agents, employees and third parties do not have authority to change the Terms.

Entire Agreement: These Terms and any document expressly referred to in them represent the entire agreement between you and Soulcom Pty Ltd and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.