



Spirit Australia Website Terms & Conditions of Use

October 2025

1. This website www.SpiritAu.org is owned and operated by Spirit Australia Ltd. These terms and conditions ("Terms and Conditions") are developed to govern the use of www.spirita.org (the "Site"). These Terms set forth the terms and conditions under which you may use our website and services as offered by us. By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.
2. This website offers visitors access to many areas including free and paid education courses, information, resources, community connection, membership, annual subscription, and a shop for purchasing physical products & educational courses and services. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.
3. In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.
4. When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.
5. The prices we charge for using our services and products are listed on the website in Australian dollars. We reserve the right to change our prices for products & services displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.
6. The fee for the products & services and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your payment method.
7. For any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note the following: (i) Products can be returned only in the country in which they were originally purchased; and (ii) the following products are not eligible for return: Any education course that has been started and had results recorded in your membership portal.
8. We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.
9. All information, descriptions or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide.
10. You agree to purchase goods and services from our Site at your own risk.

11. We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

12. When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

13. The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Spirit Australia Ltd. All content published and made available on our Site is the property of Spirit Australia and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything the contributes to the composition of the Site.

14. Copyright will be strictly enforced and you are firmly reminded of your obligations under the law of your country to NOT present any material as if it were your own, or without quoting the source of your material. You are welcome to contact Spirit Australia to enquire about reaching agreements regarding fair use of our materials.

15. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

16. You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

17. We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations.

18. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

19. You agree to indemnify and hold Spirit Australia Ltd harmless from any demands, loss, liability, claims or expenses (including legal fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

20. To the maximum extent permitted by applicable law, in no event shall Spirit Australia Ltd be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

21. To the maximum extent permitted by applicable law, Spirit Australia Ltd 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 or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

22. We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

23. You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

24. These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of Australia, without respect to its conflict of laws principles.

25. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Sydney (for NSW State) or Sydney or Canberra (Australia Federal jurisdiction). The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

26. Spirit Australia Ltd agrees in principle and endeavours to make simple provision for any website or app user to contact Spirit Australia in order to receive customer support services, and to correspond with the website and its operators, in a reasonable manner and to receive a reply within a reasonable timeframe.

27. You understand that if you create an account (or subscribe to our newsletter, or purchase a product or service) that when you create this account on our Site, you agree to the following: You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account: and All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes. We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

28. You understand and accept that all users who opt in and join the Spirit Australia Online Community (this is a separate service offered and is NOT the same as a newsletter subscriber, or Supporter Member, or enrolment in a Spirit Australia education course, or other types of connection to Spirit Australia) have a public profile that is publicly visible to site visitors, and that their public activity (such as their posts or comments) will be visible to other visitors of the website.

29. As a user of the app or website based Spirit Australia Online Community, you can always opt-out and exit the community, and upon doing so, such user's profile will not be publicly visible. This will also remove your ability to use the community features (e.g. liking, commenting or writing posts).

30. Where the Australian Consumer Law, Schedule 2 of the Competition and Consumer Act 2010, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of the legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

31. Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies or practices of any third party website or service linked to our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

32. Limitation of Liability

Spirit Australia and our directors, officers, agents, employees, subsidiaries and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

33. Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Spirit Australia and our directors, officers, agents, employees, subsidiaries and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site or your violation of these Terms and Conditions.

34. Applicable Law

These Terms and Conditions are governed by the laws of the State of New South Wales, Australia.

35. Additional Terms and Conditions

Spirit Australia does not provide qualified or specific medical advice. People should consult their medical health provider and not start or stop any medical treatment based on an opinion given by Spirit Australia or its members.

36. Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, these provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

37. Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

38. Contact Details

Please contact us if you have any questions or concerns. Our details are as follows:

(+61) 0481 002 333

hello@spiritau.org

44 Waratah Street Mona Vale NSW 2103 Australia

39. Effective Date 1st October 2025