

Website Terms and Conditions

This website is owned and operated by Daniel Acheson (ABN 92 496003 193). References in this website to “we”, “us” and “our” refer to Daniel Acheson.

These Website Terms and Conditions (“**Website T&Cs**”) set out how you are able to use our website, access content available on our website (“**Content**”) and purchase or use any of the products and services available through the website, including our one-on-one coaching programs innovation, and/or intensive sessions (located [here](#)) (“**Services**”). We hope that you find them useful and would be delighted to answer any questions you have about them. We can be contacted at hello@danielacheson.com.

By accessing or using our website, you are taken to have agreed to these Website T&Cs and our Privacy Policy (available below). You may also accept and agree to these Website T&Cs and our Privacy Policy by clicking to accept or agree where this option is made available to you on the website.

Please note that we may vary or modify these Website T&Cs from time to time in our absolute discretion. Any changes to the Website T&Cs take immediate effect from the date of their publication. When accessing the website please check for the most up to date Website T&Cs. Before you continue, we recommend you keep a copy of the Website T&Cs for your records.

We give you a licence to use our website

So that you can use our website, our Content and our Services, we grant you a limited, non-exclusive, non-transferrable and revocable licence to use our website in accordance with these Website T&Cs. All other uses of our website are prohibited without our express written consent.

... but you can't do certain things

To use our website, our Content and our Services, we expect you to abide by a certain standard of behaviour. You must not:

- a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- b) use our website, our Content or our Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent; and
- e) without our prior consent, use data collected from our website, our Content or our Services for any direct marketing activity (including without limitation email marketing, SMS marketing and direct mailing).

Competitors are excluded from using our website to compete

You are prohibited from using our website, our Content or our Services in any way that competes with our business. Relevantly, you may not, without our written permission, broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way our website, our Content or our Services for any purpose, unless

otherwise provided by these Website T&Cs. This prohibition does not extend to materials on our website which are freely available for re-use or are in the public domain.

Intellectual property

Unless we indicate otherwise, please note that we own or licence all rights, title and interest (including intellectual property rights) in our website, our Content and our Services. Your use of our website, our Content or our Services does not grant or transfer to you any rights, title or interest in relation to our website, our Content or our Services.

Payment

All payments made in connection with our website, our Content or our Services are to be made via credit card, direct debit or another payment method approved by us and made available through our website.

In making any payment in connection with our website, our Content or our Services, you warrant that you have read, understood and agree to be bound by these Website T&Cs.

You acknowledge and agree that where a request for payment is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges associated with the non-payment.

You agree and acknowledge that we may vary the acceptable payment methods at any time.

Refunds

We will only provide you with a refund in the event that we are unable to provide (or continue to provide) the Content or Services that you have paid for, or if we make a decision, in our absolute discretion, that it is reasonable to do so under the circumstances.

Your obligations as a Member

If you create an account or login to our website you become a "**Member**". As a Member, you agree to comply with the following:

- a) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of your membership; and
- b) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify us of any unauthorized use of your password or email address or any breach of security of which you have become aware.

Subject to local applicable laws, we reserve the right to discontinue or cancel your membership at any time.

Testimonials

We love to hear from you! If you provide us with a testimonial or review, you permit us to post or otherwise transmit the testimonial or review on our social media or other online channels. Of course, you can email us at hello@danielacheson.com.

General disclaimer

Nothing in these Website T&Cs limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law which is set

out in Schedule 2 of the *Competition and Consumer Act 2010* (or any liability under them) which by law may not be limited or excluded.

Subject to the above, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Website T&Cs are excluded; and
- (b) we will not be liable for any special, indirect or consequential loss or damages (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee under the Australian Consumer Law), loss of profit or opportunity, or damage to goodwill arising out of or in connection with our website, our Content or our Services, including as a result of not being able to use the Content or Services or the late supply of the Content or Services, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

Use of the website, our Content and our Services is at your own risk. Everything on the website (including our Content and our Services) are provided to you "as is" and "as available" without warranty or condition of any kind. Neither we, nor any of our affiliates, directors, officers, employees, agents, contributors and licensors make any express or implied representation or warranty about our website or the Content or Services referred to on the website.

Our liability is limited

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent ("**Liability**") suffered by you or any third party, arising from or in connection with your use of our website, our Content or our Services and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that our website, our Content or our Services are incorrect, incomplete or out-of-date.

Our right to be indemnified

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our website, our Content or our Services, or any breach of these Website T&Cs or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Website T&Cs, and continues after these Website T&Cs end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Website T&Cs.

Termination

The Website T&Cs will continue to apply until terminated by either you or by us, as set out below.

If you want to terminate these Website T&Cs, you may do so by:

- (a) providing us with 10 days' notice of your intention to terminate; and
- (b) closing your accounts connected with our website, our Content or our Services, where we have made this option available to you.

Your notice should be sent, in writing, to hello@danielacheson.com.

We may at any time, terminate these Website T&Cs with you, if:

- (a) you have breached any provision of the Website T&Cs or intend to breach any provision;

- (b) we are required to do so by law; or
- (c) the provision of the Content or Services to you by us is, in our opinion, no longer commercially viable.

Subject to local applicable laws, we may suspend or deny, in our sole discretion, your access to all or any portion of the website, our Content or our Services without notice if you breach any provision of these Website T&Cs or any applicable law or if your conduct impacts our name or reputation or violates the rights of another party.

Jurisdiction and governing law

Use of our website, our Content and our Services, and these Website T&Cs are governed by the laws of New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

If you access our website and you are based overseas, we do not represent that our website complies with the laws (including intellectual property laws) of the country in which you reside (if you reside outside Australia).

Independent legal advice

Both parties confirm and declare that the provisions of these Website T&Cs are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice declare that the Website T&Cs are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

If any part of these Website T&Cs are found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Website T&Cs shall remain in force.

If you have any questions, please contact us at hello@danielacheson.com.

Privacy Policy

This website is owned and operated by Daniel Acheson (ABN 92 496003 193). References in this privacy policy to “we”, “us” and “our” refer to Daniel Acheson.

We respect your right to privacy and are committed to safeguarding the privacy of our clients and website visitors. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using our website, you can be assured that it will only be used in accordance with this privacy policy.

We may change this policy from time to time in our absolute discretion by updating this page. You should check this page when you use the website to ensure that you are happy with any changes. This policy is effective from 01/04/2020.

In this privacy policy we will explain what information we collect, how we collect it and what we actually do with it. By giving us your information you are agreeing for us to use it in the ways described here.

What personal information we collect

We will, from time to time, receive and store personal information you enter onto our website, provided to us directly or given to us in other forms. We will only ask for, use or share sensitive information with your consent and only for the reason we collected it (unless we need to by law).

The kinds of personal information we collect and hold about you will depend on the nature of your dealings with us. Generally, this includes contact details like your name, phone number, email and address to enable us to send information, provide updates and process your product or service order. We may collect additional information at other times, including, but not limited to, when you create an account or subscribe to our site, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preferences, respond to surveys and/or promotions, provide financial or credit card information, or otherwise communicate with us.

Of course, if you sign up for some of our services and sessions, such as our one-on-one coaching programs, innovation and/ or intensive sessions, (can be located [here](#)) we might ask you for or have access to additional information about your business as well as related documents and materials.

If you are giving us others' personal information, please do so only if they agree to this policy.

Please note that when you access any website (including ours), you may be providing it with information about your location, Internet provider, computer hardware, browser type and operating system.

How we collect personal information

Whenever you reach out to us through our website, via email or over the phone you are telling us about yourself. We may also receive personal information about you from third parties. If we do, we will protect it as set out in this privacy policy.

We also record some information automatically (using cookies and similar technologies). This happens when you visit our website. We use cookies and similar technologies to monitor and observe your use of our website, compile aggregate data about that use, and provide you with more effective services. If you do not want your information to be recorded

automatically, most internet browsers have a facility that will allow you to disable cookies altogether.

If you create an account on, subscribe to or visit our site, please know that we will be able to monitor and observe, in real-time, your access and navigation of the site and compile aggregate data about that use. This enables us to improve the experience for our users and better identify and service your individual needs.

Purposes for which we use personal information

We use all personal information legally, fairly and transparently and in this policy we explain everything that we do with it.

We use personal information that we collect about you for the following purposes:

- to provide you with information and updates regarding our products and services;
- to promote our products and services, including making you aware of new and additional products, services and opportunities;
- to respond to your queries and requests;
- to improve our products and services and better understand your needs; and
- to comply with our legal and regulatory obligations.

Disclosure of personal information

We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this policy. Personal information is only supplied to a third party when it is required for the delivery of our services.

Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.

We do not sell, rent or trade personal information about you to or with third parties. However, the government might ask for your information, for example through certain laws or a court order. This might include the police investigating a crime, or a court hearing for failure to pay. If this happens, we'll comply.

If there is a change in control of our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and only when required by any of the above circumstances.

Security of personal information

We are committed to ensuring that the information you provide us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this policy.

Access to and correction of your personal information

You have the right to seek access to any personal information that we hold about you and ask us to update or correct your personal information when it is inaccurate, incomplete or out-of-date.

If you would like to access or correct your personal information, please contact us using the contact details set out below.

Contacting us

If you have any questions about this privacy policy or if you're unhappy with something we've done or you think we're not following privacy laws, let us know and we'll get back to you promptly. Just reach out at: hello@danielacheson.com.