

Terms & Conditions Policy

Welcome to <https://www.nicole-salmon.com/> our **Site**).

This Site gives you an opportunity to browse and purchase products and services offered by Body First Health and Fitness Pty Ltd trading (ACN 125091652) atf The Nicole Appleyard Trust (ABN 93270681604) t/as Nicole Salmon, (The Organised Life Project, Mind Your Time, Mind Your Time Method, and Exerpsych™, **Nicole Salmon, we, us**).

These Terms and Conditions (**Terms**) govern your use of this Site, as well as Nicole Salmon's products and services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact Nicole Salmon at info@nicole-salmon.com if you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. Nicole Salmon's products and services are intended for people aged 18 and over.

ACCEPTANCE OF TERMS

By accessing, downloading or using the products and services offered on our Site, whether or not you register as a member, or purchasing programs and tickets to attend any Nicole Salmon Events and Workshops, you agree to be bound by these Terms, which you acknowledge that you have read and understood.

We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to contact us at [info @nicole-salmon.com](mailto:info@nicole-salmon.com) and immediately discontinue your use of the products and/or services.

Seek advise from medical professional

No person should rely on the contents of any of the information, products or services on our website, coaching, personal training, and other such programs without first obtaining advice from a qualified professional person. No person should act on any information, products or services provided before they have performed their own opinion through investigation and research as to the sustainability of the information, products or services for their circumstances.

As with any physical activity and wellness coaching, it is important that before beginning any coaching or fitness regime, you consult with your health care professional to ensure that you are mindful of your current health and any restrictions that are appropriate for you.

You should immediately seek medical attention if there are any unanticipated changes to your emotional or physical condition at any time.

No information contained in the website is intended to be used as medical advice and the website is not intended to be used to diagnose, treat, cure or prevent any medical condition (including mental health conditions) or for any therapeutic purposes. Before relying on the information on the website, you should carefully evaluate the accuracy and relevance of the information for their purposes and obtain appropriate professional medical advice.

The services offered on this website and programs associated under such services is for educational and information purposes only. Check with your doctor, psychologist, accountant, or other professional advisors before using this information.

You must consult a qualified medical professional if you have any questions concerning your medical condition or injury.

Our Service

Our service shall be delivered as described from time to time on our website. You acknowledge and understand that access to any specific trainer mentioned in the website, including Nicole Salmon, in person, or on-line is not guaranteed.

All Nicole Salmon products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/ or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.

Nicole Salmon provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.

Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.

You acknowledge and agree that Nicole Salmon, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

Information on this website

Your use of browsing on the site and/or purchasing and using this service is at your risk. Body First Health & Fitness Pty Ltd t/as Nicole Salmon, nor any other party are involved in creating, producing, or delivering the site is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the site or service. Without limiting the foregoing, everything on the site and included in the service is provided to you 'as is' without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

While every attempt has been made to verify the information on the website and the product being sold, neither the product owners, distributors, agents or publishers assume any responsibility for any error, inaccuracies, and or omissions or assume any responsibility or liability whatsoever on behalf of any purchaser or reader of these materials.

All information provided by us on the website 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 we make no guarantees of any specific result from use of this website and such associated programs or 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 on material available on the website.

The Organised Life Project and Nicole Salmon's associated programs support crew includes experts on organisation, nutrition, and fitness. Our experts may receive requests from members about that member's specific circumstances. Our experts may provide health, fitness, or nutritional information for educational purposes. They do not offer or provide professional medical advice, diagnosis, treatment or

rehabilitation and may refer member to certain third party resources. Any referrals to official bodies are not intended to be and should not be construed as an endorsement, promotion or recommendation by our services.

Nutritional Information

Nutritional information provided on the website is taken from sources provided by third parties, including the Food Standards Australia New Zealand (FSANZ) NUTTAB 2010 guide to nutrient content. Before relying on any nutrition information on the website, you should carefully evaluate the accuracy, completeness and relevance of this information for your purposes, and consider the need to obtain appropriate expert advice relevant to your circumstances. FSANZ has made considerable effort to ensure the quality of information, however, none of FSANZ, The Organised Life Project or any other provider of nutritional information on the website gives any warranty that the information is free from error or suitable for your purposes. There are limitations associated with food composition databases. Nutrient data published in a database may represent an average of the nutrient content of a particular sample of foods and ingredients, determined at a particular time. The nutrient composition of foods and ingredients can vary substantially between batches and brands because of a number of factors, including changes in season, changes in formulation, processing practices and ingredient source. While most of the data contained are generated from analysed values, some of the data are borrowed from overseas food composition tables; supplied by the food industry; taken from food labels; imputed from similar foods; or calculated using a recipe approach.

The Nutrition Guidelines and The Organised Life Projects Recipe Book (TOLP Recipe Guide) are not formulated to suit any nutrient deficiencies, allergies or any other food related health problems. Please contact us prior to purchasing if you are unsure whether this product is suitable for your dietary needs.

The Nutrition Guidelines and TOLP Recipe Guide are not formulated to suit the nutritional needs of pregnant or breastfeeding women. If required, we recommend visiting an Accredited Practising Dietician to help tailor a program specific to you and your baby's needs. If you are no longer breastfeeding, please seek approval from your doctor before commencing the Nutrition Guidelines and/or the The Organised Life Project Recipe Book.

Recommendations and test results on the Website

Certain parts of the Website may provide recommendations and test results based on the input and data that you provide. These recommendations and test results generated by the Website are generic automated responses that are pre-programmed, and they do not take into account any other factors that may be relevant to you. They are provided for your general information purposes only, and are not medical or professional opinion or advice. You must not rely on these recommendations and test results, and you should seek professional advice from healthcare professionals. To the extent permitted by law, we are not liable or responsible for any recommendations and test results generated by use of the Website.

Fitness Level

You require a moderate level of fitness to follow the exercise programs and the like set out in our information service. Persons with pre-existing medical conditions, in poor health, or with any concerns as to commencement of a new fitness regime should consult with an appropriate healthcare professional before beginning any of these programs. You are responsible to make your own inquiries and seek

independent advice from a healthcare professional before acting on any information or material made available to you through our Website or online platforms including Facebook and Instagram. The information on the Website may not be suitable to your particular circumstances and is not a substitute for obtaining specific advice from a qualified health care professional. In particular, if you fall within one of the following classes of persons, then you should first consult a healthcare professional before following any exercise programs or using any of the information on the Website:

Pregnant women and women who are breastfeeding or who are trying to conceive a child;

Persons with any on going physical condition such as:

Persons suffering from cancer or other long term illness;

Persons with liver disease, kidney disease, or renal failure,

Persons with eating disorders;

Persons with diabetes, blood pressure or cholesterol issues;

Elderly persons;

Persons recovering from or recently recovered from illness or injury; and

Persons with a low body mass index.

Further, even if you do not fall into the above classes of persons, you acknowledge that the service that we provide on the Website is an information service only, and that you are solely responsible for (at your own discretion) following (or not following) any exercise program or regime that we provide as part of the information service. Our service does not include any supervision or monitoring of your activity, and we are not responsible for any injuries that you may suffer as a result of following the exercise program or regime. To the extent we supply any "recreational services" or "recreational activities" (within the meaning of the Competition and Consumer Act (2010) (Cth) or any State or Territory civil liability or consumer protection legislation), you acknowledge that your participation in the recreational services and activities may involve risks, including personal injury and death. Prior to participating in the recreational services and activities, you must assess all the risks involved, including risks that may be caused by your own acts or omissions, your health condition, those of other users of the Website and such platforms, risks that are not known to you or are not readily foreseeable at the time of participating in the recreational services and activities. By participating, you are doing so voluntarily and at your own risk. To the extent permitted and required by law, this is a risk warning pursuant to the various civil liability and consumer protection legislation. You assume all risks in connection with your participation in any recreational services and activities that we may provide. To the maximum extent permitted by law, we exclude all liability arising from or in connection with any recreational services or activities for: (1) death; (2) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); (3) the contraction, aggravation or acceleration of a disease; and (4) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs: (a) that is or may be harmful or disadvantageous to you or the community; or (b) that may result in harm or disadvantage to you or the community, resulting from the supply of recreational services or recreational activities. but we do not exclude our liability to significant personal injury which is caused by our reckless conduct in the supply of recreational services or activities.

Earnings and Income Disclaimer

Nicole Salmon cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. You acknowledge that there is an inherent risk in any personal or business enterprise or activity and agree there is no guarantee that you will earn any money as a result of your purchase of our products and/or services.

Any financial representations referenced by us on the Site, in our videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.

Quality of the Website

We do not promise that the Website will be error-free or uninterrupted. The Website and its content are delivered on an "as-is" and "as-available" basis. We cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. Receipt of emails, or other Internet based communications such as via Face book or Instagram from us cannot be guaranteed. The delivery of video messages is dependant upon third party providers and therefore outside of our control. Low internet connection speeds and/or older operating systems and/or browsers may result in slower page load times and an inability to view videos on the website. You may be entitled to a refund in limited circumstances. See the clause (payment and refunds) below for further details.

Third Party Content

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located. As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act. Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with or arising from the products or services including acts, omissions and conduct of any third party users of the Website, other members, other contributors to the Website, and advertisers or sponsors. We are not responsible for the products, services, advice, information, actions or failure to act of any third parties referenced on the Website (including User Content of other users of the Website). Where the information made available over the Website contains opinions or judgements of third

parties (including advertisers), we do not purport to endorse the contents of that opinion or advice, nor do we guarantee the accuracy or completeness of that content, and we will not accept liability for loss or damage arising from your reliance upon any information obtained through this service. It remains your responsibility to evaluate the accuracy, completeness and usefulness of any such information.

Without limiting the foregoing, you may report the misconduct of users and/or third party advertisers, service and/or product providers referenced on or included in the Website to Program Administrator at info@nicole-salmon.com We may investigate the claim and take appropriate action, in our sole discretion.

Security of Information

No data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Payments and all transfers conducted through Body First Health & Fitness Pty Ltd, Nicole Salmon, and The Organised Life Project programs and services are handled and transacted through third party dedicated gateways to guarantee your protection through Stripe our third party provider.

Links - When you click on links on our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

The Website (or User Content) may reference or link to third party sites on the internet. We have no control over these sites or the content within them. We cannot, and do not, guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. We do not endorse the content of any third party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Website to search for or link to another site, you agree and understand that you will not make any claim against us for any damages or losses, however arising, which results from your use of the link to access another site.

Sales and Payment Policy

The purchase of all digital products, ebooks, pdf downloads and online content is subject to the following terms and conditions. All customers are advised to review these terms and conditions carefully before making any purchase.

- All digital products, ebooks, pdfdownloads, resource material, videos and online content are subject to copyright protection. Each digital product, ebook, pdf download and online content sold is licensed to a single user only. Customers are not allowed to copy, distribute, share and/or transfer the product/s (and/or their associated username/passwords) they purchased to any third party or person. In some cases, The Organised Life Project and Body First Health & Fitness Pty Ltd may encrypt, force password and/or stamp license details (including customer name, address etc) on its digital products to ensure additional safety.
- All transactions for purchase of intangible products, ebooks, pdf downloads, resource material, videos and online content are made through payment gateways such as PayPal or Stripe that may use SSL encryption. These payment gateways are safe and secure for using all types of credit cards and

debit cards in different countries and your details are not stored during this process.

- In case you are not redirected back to our website after purchase or you do not receive an email from us with a link to the product of your purchase, you can immediately contact us with your transaction details, including the email ID through which the payment was made. We will revert back to you with your product details and download link as soon as possible.
- All purchases for digital downloads made on www.nicole-salmon.com are non-refundable or exchangeable. Since the products made available here are intangible, we cannot accept any request for refunds. In the case where a purchase error is made please contact us via info@nicole-salmon.com to discuss a resolution.

Some of our payments are operated through an online and automated billing system (**Online Payment**). Where your payments are made via Online Payment:

- You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
- If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
- Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.
- We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
- We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
- We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.
- We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.
- In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.
- From time to time, Nicole Salmon may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be an active member in good standing at the time of purchase.
- Invoices for any Nicole Salmon program are automatically generated and can be requested at any time by emailing info@nicole-salmon.com.
- By placing an order with the Body First Health & Fitness Pty Ltd, you warrant that you are at least 18 years old (or have parents' permission to buy from us) and accept these terms & conditions which shall apply to all orders placed or to be placed at Body First Health & Fitness Pty Ltd for the sale and supply of any products. None of these terms & conditions affect your statutory rights. No other terms or changes to the terms & conditions shall be binding unless agreed in writing signed by us.

Workshops and Events

For the purpose of the paragraphs below, Nicole Salmon, The Organised Life workshops, other presentations and retreats hosted by Nicole Salmon will be referred to as 'Events'.

- Events are strictly adults only to ensure professionalism and a quiet working environment for all other attendees.
- Nicole Salmon reserves the right to exclude you from any Event should you, in Nicole Salmon's sole determination, become disruptive.
- You understand and acknowledge that Nicole Salmon and/or its representatives may record any aspect of an Event (**Recordings**). Those Recordings may be in the form of audio, video or still photography, and those Recordings may be used in the production of marketing or other materials to be used by Nicole Salmon.
- You hereby waive any and all legal rights you may have against Nicole Salmon in respect of Recordings of your participation in the event and grant to Nicole Salmon the absolute right and permission to copyright and use, reuse and publish the Recordings where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.
- You waive any right that you may have to inspect or approve the finished product or products of the Recordings or any printed matter that may be used in connection with the Recordings or the use to which it may be applied.
- You hereby release, discharge and agree to hold harmless Nicole Salmon from any and all liability that has or may occur in the making of the Recordings or any subsequent process or publication.
- You acknowledge and understand that you are not permitted to make any of your own Recordings at any Event, webinar or other in-person forum.
- In the unlikely event that Nicole Salmon cancels an Event, you will receive a full refund of the purchase price paid for the Event. Nicole Salmon will not reimburse any optional expenses including but not limited to flights and accommodation.
- The Workshop and Events payments may be paid in one payment or on a monthly payment plan. The payment will be taken automatically from the nominated credit card on the same date of each month. The Organised Life Projects workshop tickets are non-refundable and a commitment to a payment plan is in place until the full payment is successfully completed. Workshop tickets are transferable via written notice to info@nicole-salmon.com at least 14 days before the workshop date.
- Payments made by credit card will be automatically processed on the monthly due date. If the credit card bounces for any reason, attempts to charge will be made in the following days/weeks. If the card continues to bounce or rejects the payment, or if a charge-back is claimed by the client or their bank, the matter will be handled internally with written notice or transferred to a debt collection agency at your cost.
- At our discretion, the Nicole Salmon team may hand-pick a client to move from the workshop program into a more personalised one-on-one program that is conducted via Skype or Zoom. Skype training and strategy sessions take place to ensure maximum results and customisation of the program. Details of the program will be notified in writing and your acceptance will be

confirmed before the program is transferred from the workshop group to the more intimate one-on-one personalised program. There will be additional costs required for this change of program roll-out when upgrading to a more intensive one on one course.

- Event tickets are not refundable but are transferrable via written notice to info@nicole-salmon.com up to 48 hours prior to the event. Preparation materials will not be able to be sent out to the new attendee and it is the responsibility of the transferee to brief the new attendee of the day's preparation.
- No-shows to the events will be charged the full amount after the event regardless of the lack of attendance to cover the expenses invested to reserve their seat.

Please read the below terms & conditions for the payment gateway chosen for the transaction as they are responsible for the transactions made.

Payment and Currency Disclaimer

All payments are managed by a third party payment gateway, Stripe. (www.stripe.com) All payment amounts are represented in AUD as this is the currency of our host country. Stripe does not provide converting transactions prices, for example if you are in America it will not show the equivalent in USD. Therefore we are not liable for any discrepancies in charges for international currencies. All transactions processed on www.nicole-salmon.com will be charged to the customer in the equivalent amount in their host countries currency per the AUD price. All currency conversions and their calculations through payment are made via stripe.

Body First Health & Fitness Pty Ltd, Nicole Salmon, and The Organised Life Project and related services and programs reserves the right to amend any information, including but not limited to prices, technical specifications, terms of purchase and product offerings without prior notice.

Consumer rights

Under the Australian Consumer Law we guarantee that the services we supply are provided with due care and skill, are reasonably fit for any specified purpose, and are provided within a reasonable time.

Our goods and services (including, but not limited to, the information services provided through this Website) come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement (or resupply in the case of services) or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage in consultation with Body First Health & Fitness Pty Ltd discretion (see refund policy below). You are also entitled to have the goods repaired or replaced, or the services resupplied, if the goods or services fail to be of acceptable quality and the failure does not amount to a major failure.

Return Policy

As all of our products are digital they are deemed "used" after download or opening. This unfortunately means we have a strictly no refund policy in regards to dissatisfaction with product. Please contact info@nicole-salmon.com to see how we can remedy any problems you may have with this.

Terms Implied by Law

All implied guarantees, warranties and conditions of any kind in connection with the website and its contents or our services are expressly disclaimed. Some laws imply terms and conditions into agreements such as these terms and conditions that cannot be excluded. If we breach a non-excludable term or condition, we will be liable for that breach. However, if we are allowed to limit our liability for that breach under the relevant law, our liability will be limited to

1. if the breach relates to goods, replacing, repairing or supplying goods equivalent to, those goods or paying the cost of replacing or repairing them or acquiring equivalent goods; or
2. if the breach relates to services, re-supplying, or paying the cost of re-supplying, those services

Limitation of Liability

The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under the *Australian Consumer Law*.

We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Nicole Salmon Community or Our Content.

In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Nicole Salmon Community or Our Content.

These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:

Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).

Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.

Accessing websites or servers maintained by other organisations through links on our Site, Nicole Salmon Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.

The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

Indirect and Consequential Loss

To the extent permitted by law, and without limiting any non-excludable consumer rights you may have, in no event will we (or our employees, agents and

subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out of or in connection with your access to or use of the Website, any linked website, your reliance on any information obtained through the Website or your use of any services on the Website, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.

Body First Health & Fitness Pty Ltd and those participating in all events make no express or implied claims that you will make money or achieve certain results as a result of following their advise and/or purchasing services or products. Body First Health & Fitness Pty Ltd is not engaged in rendering legal, accounting, professional advice or other services.

You agree that Body First Health & Fitness Pty Ltd presenters and/or affiliates and franchisees are not responsible for any success or failure that you or your business may experience as a result of any information presented or any products or services offered at the event.

Any slight on people, organizations, companies, or products are unintentional. The income and results statements and examples on our website, products and programs are not intended to represent or guarantee that everyone will achieve the same results. Each individual's success will be determined by his or her desire, dedication, effort and motivation to work and follow the program. There is no guarantee or duplicate results stated here. You recognize any business endeavor has inherent risk for loss of capital.

You freely and of your own will risk any and all capital you may choose to spend implementing concepts outlined while using this service. You will do so with skill and common sense. You will not hold Body First Health & Fitness Pty Ltd and the presenters / or affiliates liable or accountable in any way for any failure of the service to live up to your expectations.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Total Liability

To the extent permitted by law, our total liability in respect of all claims in connection with these terms and conditions (whether based in negligence or any other tort, contract, statutory liability or otherwise) will be the total sum of all fees paid or payable by you under these terms and conditions up until and including the date the cause of action accrued.

The limitations of liability set out in these terms and conditions do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Indemnity

You agree to indemnify us and our employees, agents and subcontractors, from and against any third party claims and all actions, suits, claims, demands, liabilities, losses, expenses, damages and costs (including reasonable legal fees incurred on a full indemnity, solicitor/client basis) suffered or incurred by us, which arises as a direct or indirect result of:

- (a) your breach of these terms and conditions;
- (b) your use of, or access to the Website; and
- (c) any failure to comply with any law,

including consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Nicole Salmon Community or through use of our products or services.

Except that you are not required to indemnify us for any losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred to the extent that they were caused or contributed to by any negligent or wilful act or omission by us.

Intellectual property

Unless otherwise indicated and except for any functionalities provided by external websites, copyright in this Website (including its content, materials, recipes, exercise programs, text, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by us.

All names, logos and trade marks on this Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Website and its content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

The following are examples of conduct that are not authorised by these terms:

Sharing the content of this Website or your account with other persons;

Publishing or posting any of the content (such as recipes or exercise programs) on any other website, including on social media pages or websites;

Using the logo or trade marks of this Website, the phrase "Nicole Salmon's The Organised Life Project, Mind Your Time Method, or Exerpsych" (or anything substantially identical or deceptively similar), Nicole Salmon or her likeness to describe, market, endorse or promote any goods or services (including goods and services such as meal plans, organisation, time management and personal training services);

Registering or maintaining any social media pages or websites that misrepresent or are reasonably likely to misrepresent any affiliation with, or endorsement by, us or Nicole Salmon; and

Systematic downloading or "scraping" of content off the Website.

We may, from time to time, monitor your use of the Website to determine if you are in breach of these terms. Such monitoring may include: The frequency and nature of any downloads; and the time of access and IP addresses used to access the Website. We may suspend, limit or terminate your access to the Website (at our discretion) if we reasonably suspect, based on the results of such monitoring, that you are in breach of these terms.

User-generated content

This Website may allow you to post information, photos, content, user submissions and/or upload materials to the Website (including features such as live chat and forums), whether through external websites or otherwise (**User Content**) and may also allow you to see User Content submitted by other persons.

The Website may include functionalities that allow you to control whether or not the public or other users of the Website are able to view your User Content (**Access Controls**). We will use our best endeavours to ensure that the Website properly implements the Access Controls that you select, but we do not warrant or guarantee that the implementation is error free. If you discover any improper implementation of your selected Access Controls, please inform us immediately so that we can investigate and, where appropriate, correct the error. To the extent permitted by law, we are not liable to you for any loss or damage arising as a result of or in connection with any incorrect implementation of the Access Controls that you select (including any resulting disclosure of your User Content that you did not intend to disclose).

Because we are not able to guarantee that the implementation of the Access Controls is error free, you should take particular care before deciding whether to upload any User Content. In particular, you should be aware that, if your User Content is downloaded by any other person (including other users of the Website) (whether authorised or not), then neither TOLP, Nicole Salmon nor you may be able to control the further disclosure and publication of that User Content.

By posting, submitting, updating, modifying, transmitting or otherwise making available any User Content on this Website:

1. you warrant that you independently created or otherwise have all the necessary rights and permissions needed to submit User Content to the Website;
2. you grant to us a royalty-free, non-exclusive irrevocable, perpetual and world-wide licence of the intellectual property rights in the User Content to use, modify, copy, sub-licence, distribute, reproduce, adapt, transmit, publish and/or broadcast, publicly perform, communicate and display in any manner and by any means which we may determine (subject to us using reasonable endeavours to implement the Access Controls that you have selected);
3. you must ensure, and warrant, that your User Content, and the licence that you grant to us under paragraph (2), do not infringe the rights (including intellectual property rights, privacy and reputation) of any other person, and you agree to indemnify us against any third party claims arising from your use of the Website in breach of this paragraph (3); and
4. to the full extent permitted by law (and subject to us using reasonable endeavours to implement the Access Controls that you have selected), you consent to us (and all persons authorised by us) doing anything in relation to your User Content which would otherwise constitute an infringement of your moral rights that you may have in the User Content. To the extent that a waiver, rather than a consent, is required in any jurisdiction, then you waive any moral rights you may have.

We have the right, but not the obligation, to monitor and review User Content from time to time and we may, at our sole discretion and without prior notice to you, remove or edit any of your User Content for any reason (or for no reason at all).

Notwithstanding our right to monitor, review and edit any User Content, we are not obliged to do so. We accept no responsibility or liability for any User Content. In particular, you acknowledge and agree that we do not authorise, condone or endorse any User Content of any other user, and are not responsible for the accuracy, legality or decency of such content. You are solely responsible for verifying the veracity of any claims or statements made in any User Content.

You acknowledge that, subject to us using reasonable endeavours to implement the Access Controls that you have selected, your User Content will be displayed on the Website, and other users may use, view and download your User Content. We are not responsible for how other users will use your User Content. You should take care before posting anything sensitive or personal about yourself to any part of the Website that is accessible to the public or other users of the Website.

Some User Content may refer to events or activities that are organised by other users of the Website. We are not responsible for organising these events and activities, and do not authorise or endorse them. You are solely responsible for determining whether to participate in these events and activities, at your own risk.

If you believe that your rights have been infringed by any other User Content, or wish to report any User Content that does not comply with these terms, please contact our administrator info@nicole-salmon.com

Registering your details

Before you purchase our products and/or services, you might be required to register an account with us.

If and when doing so you must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.

We may at any time request a form of identification to verify your identity.

If you are a registered user or member to this Site, you acknowledge and agree that:

- You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
- You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
- You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
- You will immediately notify us if your Password is lost or becomes known to any other person
- You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and
- Any information you provide to us for posting or inclusion in our Community, at any time, becomes our property.

- To the extent that you provide personal information, Nicole Salmon will treat such information strictly in accordance with its [Privacy Policy](#).
- You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.
- Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

Permitted use and User Obligations

We prohibit the use of this Website and any of its functionalities, features and content in any manner other than as expressly allowed by us in these terms.

When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (**Nicole Salmon Community**) or events in which you may post comments, photos, messages or other material (**Your Content**). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Nicole Salmon Community with respect to your use of or participation in any interactive facility on the Website, you acknowledge and agree that:

You are legally responsible for all User Content you submit;

Under no circumstances will you post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating, or in any way designed to solicit identifying information from anyone under the age of 18 years;

We may notify and/or cooperate with any authorities and law enforcement agencies in relation to any of your activities in connection with the Website, including providing any and all information about you held by us (whether of a personal nature or otherwise), to those entities;

You will not:

Post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind (including Restricted or Prohibited Content in accordance with the National Classification Code), or any material in contempt of any court or parliament, or encourage any other person to do so;

Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.

Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.

Bypass (or attempt to bypass) any security mechanisms imposed by the Website;

Harvest or collect email addresses, photographs or personal information of other users;

Impersonate any person or entity;

Post or transmit false or misleading material or make any form of misleading or deceptive representation;

Information that includes personal or identifying information about another person without that person's consent.

Knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;

Exploit the Website for your own commercial or unlawful purposes or the commercial or unlawful purposes of any other person (including the posting of advertisements, solicitors, promotional materials, "spam" or any other materials that are contrary to our commercial or lawful interests);

Provide access or links to any material (including links to peer to peer network "trackers"), which may infringe the intellectual property rights of another person;

Any material, non-public information about companies without authorisation to do so

Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us) or;

Delete or alter or attempt to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website; and

At our request you agree to do all things necessary and desirable, either to give effect to these terms or to help us comply with all regulatory directions and obligations.

Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.

By posting or otherwise publishing Your Content on our Site or Nicole Salmon Community, you:

Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;

Warrant that you have the right to grant the above licences;

Warrant that Your Content does not breach these Terms; and

Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

We reserve the right (but have no obligation) to:

Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and

Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

Code of Conduct

Our Site and Nicole Salmon Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.

Whilst using this Site and/or our Nicole Salmon Community, we ask that you not:

1. Contact anyone who has asked not to be contacted.
2. Collect personal data about other users for commercial or unlawful purposes.
3. Infringe other user's privacy rights.
4. Violate the intellectual property of others.
5. Post anything that contains software viruses, worms or any other harmful code; or
6. Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

Please see our Nicole Salmon Community Guidelines in the appendix to these Terms for more information.

Variation

You are bound by the latest version of the applicable Terms and Conditions. We may vary, amend or add to these terms at any time. Where there are material changes to these Terms and Conditions that could adversely affect you or The Organised Life Projects members, we will provide you additional notice to you by way of the email address you have provided to us. Without limiting our right to give notice by any other means, you will be deemed to have:

Received notice of such changes when we place a notice on the Website setting out the changes; and

Agreed to the terms and conditions as varied the next time you access your account after we publish the notice on the Website.

If you do not agree with the changes, then prior to you accessing your account you may notify us by emailing info@nicole-salmon.com and requesting a pro-rata refund. Where the proposed changes have more than a minor detrimental effect on your circumstances (in our reasonable opinion), we will refund a percentage of your subscription fee calculated by reference to the amount of time remaining on your subscription.

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at info@nicole-salmon.com

Internet safety

This Website seeks to adhere to the "Internet Industry Code of Practice" ("IICP") available at www.acma.gov.au. In accordance with the obligations on Content Hosts described within the IICP, we:

(1) **encourage** those users who upload content to use appropriate warnings and/or labelling systems in respect of material which is likely to be considered unsuitable for minors according to the Classification (Publications, Films and Computer Games) Act 1995 and relevant Classification Guidelines, even though such material may not be Prohibited or Potential Prohibited Content; (2) **notify** you that you must not place on the Website content that is in contravention of any Australian State, Territory or Commonwealth law; (3) **warn** you to be aware of the risks of using social media

websites such as forums and chat rooms and encourage you to read further information on how you can minimise the risks for you and your children, by visiting www.cybersmart.gov.au, or following the link in the bullet point below; (4) **encourage** you to read the Internet Industry Association's (IIA) Guide for Internet Users for information about methods of supervising and managing your children's access to internet content and obtaining an IIA Family Friendly Filter at: http://www.iaa.net.au/index.php?option=com_content&task=view&id=416&Itemid=9#what_must_i_do; (5) **notify** you that you have a right to make complaints to the Australian Communications and Media Authority about content which you believe may be Prohibited Content or Potential Prohibited Content in accordance with the Classification (Publications, Films and Computer Games) Act 1995 and relevant Classification Guidelines, by visiting www.acma.gov.au; and (6) **encourage** you to contact Program Administration info@nicole-salmon.com if you would like to make a complaint about any of the content shown on the Website, or have any queries regarding unsolicited commercial emails (SPAM) received from us, or seek further information regarding the above obligations. We request the Australian Communications and Media Authority contact the Program Administrator at info@nicole-salmon.com to send any takedown notices.

Personal information collection notice

In registering for access or using this Website, you may be required to give us certain personal information in which you have certain rights. Personal information relating to you which we collect, use and disclose may include sensitive information, such as information about your health, your details related to how you pay for our services, your age, height and weight. If you do not provide all of the personal information that we request, then you may not be able to complete the registration process, or we may not be able to provide all or some of our services to you.

In addition to any reasons that we may separately notify to you at the time of collection, we collect, use and disclose your personal information for the reasons set out in our Privacy Policy. We usually disclose personal information that we collect on a confidential basis to our contractors and service providers (including financial service providers) so that they can provide services to us (so that we may provide services to you). Unless you ask us not to, we may also use your personal information to send updated information and other promotional material to you.

While we store the majority of the personal information that we collect from you in Australia, we may from time to time store some of the information in a computer server located in the United States.

You consent to your personal information being used and/or disclosed for any reasons given to you by us (at the time of collection) in relation to the use and disclosure of your personal information, including the reasons set out in our Privacy Policy. You also consent to us using and disclosing information about your age, name, height and weight for the purposes of displaying your User Content, publicly profiling your fitness on the Website, displaying the results of competitions, promoting the service and encouraging other members as well as to financial service providers to allow processing of your payments.

Our Privacy Policy can be viewed in full at <http://www.nicole-salmon.com> The Privacy Policy document contains information about how you may access personal information that we hold about you, and how you may complain about a breach of the privacy laws, and how we will deal with such a complaint.

Confidentiality

We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, **Confidential Information**) and by using our products and/or services, you agree to respect the same rights of the other Nicole Salmon product and/or services participants (**Participants**) and representatives of Nicole Salmon and Body First Health and Fitness Pty Ltd.

You agree:

That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.

Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.

That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.

That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

Copyright and Trade Mark Notices

All material on this Site, in our Nicole Salmon Community or otherwise delivered by us including (but not limited to) course content, text, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may access, browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you'd like to use, copy, record or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.

You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.

Nicole Salmon, The Organised Life Project, Mind Your Time Method, 12 Weeks to Clutter Free Living, and Exerpsych™ are all registered and unregistered trade marks owned by Body First Health and Fitness Pty Ltd trading as Nicole Salmon Pty Ltd.

The trademarks, logos, and service marks displayed on our Site are the registered and/or unregistered trademarks of Nicole Salmon. The trademarks whether registered or unregistered, may not be used in connection with any product or service that does not belong to Nicole Salmon, in any manner that is likely to cause confusion with customers, or in any manner that disparages Nicole Salmon.

Nothing contained on this Site or in our Nicole Salmon Community should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade mark without our express written permission.

You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Nicole Salmon will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

Affiliate Disclosure

As affiliates of certain products and services we may receive compensation for recommending and promoting products/services linked to from this Site or via our Nicole Salmon Community.

No Assignment

You cannot transfer or assign your membership or event tickets without Nicole Salmon's prior written consent.

We may assign or transfer our obligations under these Terms at any time.

Severance & termination

The Organised Life Project and related programs and services may in its sole and absolute discretion refuse registration, or suspend or terminate membership at any time and for any reason. If a provision of these terms is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other terms

Right to Suspend, Terminate and Refund

We reserve the right to suspend or terminate your use of the Site, the Nicole Salmon Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.

As previously stated Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our Nicole Salmon Community, whether accessed by you or not, *unless* we are in breach of the *Australian Consumer Law*, as set out in Schedule 2 to the *Australian and Competition Act 2010* (Cth).

Dispute Resolution

If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause and any party claiming that a dispute exists must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.

In the case of claims against us, all notices are to be provided to info@nicole-salmon.com

If the dispute is not resolved by agreement within five (5) business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five (5) business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.

Once a mediator is appointed, the parties agree that:

The costs of the mediator shall be borne equally between the disputing parties.

The chosen mediator shall determine the procedures for mediation.

The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

If the parties have not mediated a resolution of the dispute within ten (10) business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.

Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court or tribunal of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.

This clause survives termination of these Terms.

Survival

The terms underneath the following headings survive the termination and expiry of this agreement: "terms implied by law", "indirect and consequential loss", "total liability", "indemnity", "intellectual property" and "user-generated content".

Changes to this Terms and Conditions Policy

We reserve the right to modify this terms and conditions policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our store is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products to you.

Governing law

These terms are governed by the laws in force, construed in accordance with and governed by the laws of New South Wales, South Australia and Victoria, Australia. You agree and consent to submit to the non-exclusive jurisdiction of the courts of that jurisdiction, and courts hearing appeals from those courts.

Your Feedback

We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

If you have questions or comments regarding this Site, or Nicole Salmon's products or services, please email us at info@nicole-salmon.com.

Company Details

Trading Name: Body First Health and Fitness Pty Ltd t/as Nicole Salmon, and Mind Your Time

ACN: 125091652

Country: Australia

Telephone Number: 0427 822 102

Email: info@nicole-salmon.com

APPENDIX COMMUNITY GUIDELINES

Business and Non Business owners of all levels are welcome here. We have community members of all skill and experience levels, from college students to entrepreneurs to enterprises.

We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Because of the diversity of our global community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

- **Business owners of all levels are welcome here.**
We have members of all skill and experience levels, from college students to entrepreneurs to multi-million dollar enterprises.
- **Keep it respectful and use your manners**
Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.
Treat others with respect and courtesy. Do not randomly message other members of this group unless they have addressed you in the group first.
- **Be Kind and courteous**
We're all in this together to create a welcoming environment. Support one another as you build your organisation and time management skills. Treat everyone with respect, kindness is required.
- **No pitching to the group, promotion, or spam**
We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your leads.
Give more than you take to all events and groups. Self-promotion, spam and irrelevant links aren't allowed. This includes links to any sort of sales page, opt-in etc to your website, or free session etc.
- **No gated content**
Content posted in the groups cannot be used to harvest leads in any way. If you need a feedback or a review, post the direct PDF, document, or screenshot. Don't require people to opt-in to view.
- **Respect confidentiality and privacy**
Content gathered in our Nicole Salmon Community groups cannot be collected, repackaged, and/or shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.
Being part of any group environment i.e. workshops, facebook groups etc requires mutual trust. Authentic, expressive discussions make groups great, but may also be sensitive and private. What's shared in the group should stay in the group.

- **Keep it on topic**
We reserve the right to remove posts based on off-topic content or offensive content. Only group admins and pre-approved guests may go live or share videos in this group. All other videos or livestreams will be deleted.
- **Partnering with other members**
Access to this group does not mean that Body First Health and Fitness Pty Ltd t/as Nicole Salmon and or Mind Your Time endorses anyone's products or services. Please be cautious and do your due diligence when partnering with anyone in the group – don't assume everyone is trustworthy.
- **Report posts that are breaking group policies**
Due to the large amount of people in our groups and communities, it's sometimes difficult for us to catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manager directly via private message so our team can review them.
This is not the place to repost content from your other groups or social media accounts and run. Reposted posts will be immediately deleted (unless you notify and have it approved by admin first).
- **Breaking the rules**
If you are deemed to be breaking the rules of the group, Body First Health and Fitness Pty Ltd t/as Nicole Salmon and or Mind Your Time reserves the right to remove you from the Facebook group that the offending behaviour has occurred within.