

Terms of Service

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Introduction

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, “Us”, “Our” and “We” refers to Fitbrix.com and “You” and “Your” refers to you, the client, visitor, website user or person using our website.

Amendment of Terms:

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Fitbrix’s rights and obligations to each other.

Limitation of Liability

It is an essential pre-condition to you using our website that you agree and accept that Fitbrix.com is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

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COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), Fitbrix.com’s liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment

of the cost of having the goods or services supplied to you again.
You must be over 18 years of age to use this website and to purchase any goods or services.

DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of Fitbrix.com.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

RETURNS AND REFUNDS

Fitbrix.com handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 28 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment. All refunds are made at the discretion of Fitbrix.com.

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YOUR PRIVACY

At Fitbrix.com, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Fitbrix.com respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Fitbrix.com's secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data Fitbrix.com collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

THIRD PARTIES

Fitbrix.com does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

DISCLOSE YOUR INFORMATION

Fitbrix.com may be required, in certain circumstances, to disclose information in good faith and where Fitbrix.com is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

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EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

FITNESS AND EXERCISE

Exercise and health are matters that vary from person to person. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Fitbrix.com, all its instructors, commentators and any associated with the Fitbrix.com website from any and all claims or causes of action, known or unknown.

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It is not uncommon to be intolerant to certain grains, nuts or food groups. If you have or suspect you may have allergies or medical issues which may be affected by certain foods, or after taking or using any of our products you find you may have or are experiencing side effects, you should promptly contact your health care provider. Do not exceed the stated dose or use with prescribed medication unless advised by a doctor or medical practitioner. You are using and taking all products at your own risk. We accept no liability for any result, direct or indirect, of you taking any product and neither Fitbrix.com nor its employees may be held responsible for any claim made against them.

You should also consult a physician or medical practitioner before taking any dietary supplement, especially if you are pregnant or nursing.

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If you order products from our site that may be subject to restrictions, quarantine, import duties or taxes which are levied when the delivery reaches the specified destination, you will be responsible for payment of any such testing, quarantine or import fees, duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

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