

NUBODY

TERMS AND CONDITIONS

By accepting to receive a NUBODY monthly subscription box you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions (the "Terms") which govern the relationship between you and NUBODY. Please read these Terms carefully before signing all documents.

1. Information on the website

1.1. NUBODY will endeavour to ensure that all information, content or material (referred to as "information") on the website is accurate, complete and reliable except for information submitted by users of the website. However, NUBODY does not make any representations or guarantees as to the accuracy, completeness or reliability of any information on the website. You acknowledge that such information may contain errors or inaccuracies and accept that you must make your own enquiries to verify the information provided by NUBODY. NUBODY expressly excludes any liability that may arise in relation to the accuracy, completeness or reliability of any information on the website.

1.2 If NUBODY comes across any error or inaccuracy in any information on the website, NUBODY reserves the right to correct that information without any liability to you or any other third party.

1.3 All information on the website is of a general nature and is not intended in any way to replace professional dietary or medical advice. NUBODY does not make any representations or guarantees as to the suitability of the products on the website for any dietary requirements, medical conditions or allergies. You acknowledge that it is your responsibility to assess the suitability of all products prior to you using the products. NUBODY expressly excludes any liability that may arise in relation to the suitability of the products for any dietary requirements, medical conditions or allergies.

1.4 You acknowledge that any promotional and marketing material on the website (including images, photographs and descriptions of products) is not a representation of what is in the monthly subscription box ("box") and you accept that:

(a) products on the website may differ in visual appearance and packaging to the products in the box;

(b) products in the box may be derivatives, samples or smaller versions of the products on the website;

(c) the combination of products on the website may not be the same combination of products to be included in a monthly box and the combination of the products is at the sole discretion of NUBODY;

1.5 Throughout the website, users may be invited to review or comment on various products. You expressly consent to NUBODY publishing your first name and State or Town in relation to any review and comment.

2. Orders, Subscriptions and Cancellations

2.1 Any products displayed on the website do not constitute an offer to sell. It is an invitation to treat only.

2.2 You may purchase a monthly subscription as determined by NUBODY.

2.3 All subscriptions automatically renew until cancelled via email to the following address

Cancellations;

Email at - info@nubody.com.au.

Please provide your personal details and that you wish to cancel the subscription.

Unless a subscription is cancelled at least 2 days before the next billing date or subsequent subscription period, the subscription automatically renews for a further subscription period and you will be charged the subscription price.

2.4 You must review your order carefully before placing it. Once an order for a subscription is confirmed and the subscription price paid, NUBODY will not provide a refund of the subscription price unless NUBODY cancels or is unable to fulfil your order, in which case, NUBODY will provide a full refund of the whole or part of the subscription price depending on whether you have previously received any goods during your subscription.

2.6 NUBODY does not accept returns of products except as detailed in 2.7 below.

2.7 All products are checked for quality prior to delivery and while NUBODY endeavours to ensure that the product is delivered to you in good condition, they may be damaged during delivery. If you intend to seek a replacement product/s you must send through a picture sufficiently illustrating the damage to NUBODY for assessment. If NUBODY assesses the damage and at its discretion agrees to replace the product, you may at your own cost return the damaged product to the address noted in these Terms. NUBODY will replace the product as soon as practicable. You accept that NUBODY will not refund any opened or used products. In the case where the product is sold out, NUBODY will provide you with an alternative product which may or may not be of equal value.

3. Price and Payment

3.1 The prices of subscriptions are in Australian dollars and include delivery charges.

Please note the price of subscriptions are subject to change at any time without notice to you.

3.2 The prices of products on the website are indicative only and NUBODY does not guarantee the price of products are correct.

3.3 You expressly authorise NUBODY to process the payment for the subscription price via NUBODY's relevant payment method at the time of your order.

3.4 Your invoice will be emailed to the provided email address.

4. Rewards

4.1 As a member of NUBODY you will be eligible to participate in the NUBODY Rewards Program.

4.2 You will receive a FREE month of the relevant NUBODY monthly subscription box for any person that you refer who joins up to NUBODY to receive a monthly subscription box.

4.3 The limit on the above number of people you can refer, for one person, to receive the FREE month is 5.

5. Delivery of Products

5.1 NUBODY will endeavour to dispatch the boxes at the beginning or middle of the month depending on your billing cycle, however

NUBODY does not guarantee that the delivery times will be met and expressly excludes any liability in relation to this.

5.2 You acknowledge that all products delivered to you from NUBODY will be delivered using a third party carrier and you accept that all title in and risk to the box will pass to you upon the third party carrier being given possession of the boxes by NUBODY. NUBODY is not responsible for any breakage or damage to the products or box during delivery and expressly excludes any liability in relation to this.

5.3 You are responsible for ensuring the shipping address for the deliveries are correct and current. Any changes to the shipping address must be made by the 20th of the month or the following month's box will be shipped to the previous address. NUBODY expressly excludes any liability in relation to an incorrect shipping address including any redelivery, redirection or a refund.

6. Disclaimer and Liability

6.1 Your use of the website, services and NUBODY products is at all times at your own risk and you accept that you are responsible and liable in relation to your use of these.

6.2 To the extent permitted by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010) (Cth) and specified in these Terms, NUBODY expressly excludes all representations and warranties, expressed or implied including but not limited to those relating to fitness for a particular purpose.

6.3 NUBODY does not guarantee that the website will be available at all times or that it will be provided without fault, error, disruption or viruses.

6.4 The website may contain links to third party websites. You acknowledge that NUBODY does not make any representations or guarantees in relation to those sites and does not endorse, verify or assume responsibility for the content of any such third party websites. You accept that your use of any third party websites is at all times at your own risk and NUBODY expressly excludes any liability which may arise from your use of or access to those third party websites.

7. Indemnity

You release and indemnify NUBODY from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable legal costs) which arise directly or indirectly from your use of the website, your conduct, any breach by you of the Terms or NUBODY's privacy policy or any breach of you by you of any third party rights including intellectual property rights.

8. Limitation of Liability

Notwithstanding anything else contained in these Terms, NUBODY will not under any circumstances be responsible or liable for any claims, actions, losses, liabilities, damages, costs or expenses suffered or incurred by you, arising out of or in connection with, your use of the website, the box or the products whether directly, indirectly or consequentially or whether based in contract (including NUBODY's negligence), tort or under statute. If NUBODY is found to have any liability to you, NUBODY's total liability will be limited to the amount paid by you for your subscription.

9. Intellectual Property

9.1 The website contains materials that are owned by NUBODY. NUBODY reserves all intellectual property rights such as copyright in all materials including but not limited to marketing material, business names, trademarks, logos, website layout, domain names or other distinctive brand features (referred to as "materials").

9.2 You must not without our prior written consent:

(a) use, copy, distribute, license, sell, publish, adapt or in any way create derivative works from any of the materials contained on the website; and/or

(b) modify or copy the layout or appearance of the website nor any computer software or code contained on the website.

9.3 Nothing in these terms gives you the right to use any third party trademarks. All third party trademarks are used with permission and remain the intellectual property of the third party.

9.4 If you make any content, materials or feedback available on the website (referred to as "content") you automatically grant NUBODY an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to:

(a) use, copy, display, publish and distribute the content on the website and to any third party including the manufacturer of the products, and

(b) modify, prepare derivative works of or sublicense the content;

(c) incorporate the content into other mediums including but not limited to social media posts, blog posts and E-Newsletter publications to promote NUBODY, the website, the products and/or the manufacturers.

9.5 You represent and guarantee to NUBODY that you have the right to grant NUBODY the right to use the content in the manner specified in clause 9.4.

9.6 You must not make a link to the website from a third party website without the prior written consent of NUBODY.

10. Privacy and Personal Information

NUBODY's Privacy Policy will govern the use of any personal information provided to NUBODY. NUBODY is not responsible for the privacy practices of third party sites.

11. General

11.1 NUBODY will not be responsible or liable for any delay in performing any of our obligations under this agreement if such delay is caused by circumstances beyond our reasonable control.

11.2 This site may be accessed throughout Australia and overseas. We make no representations that the content of this site complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the site.

11.3 These Terms and your use of the website will be governed by and interpreted in accordance with the laws of New South Wales. You irrevocably submit to the exclusive jurisdiction of the courts of the State of New South Wales.

11.4 If any part of these Terms are found to be void, unlawful or unenforceable then that part will be deemed to be severable and the severed part will not affect the validity and enforceability of any remaining provisions.

11.5 If NUBODY does not exercise or enforce any right or provision under these Terms, it will not constitute a waiver of such right or provision. Any waiver of any provision under this agreement will only be effective if it is in writing and signed by NUBODY.

12. Privacy Policy

12.1 Made for Purposeful Profits Pty Limited trading as NUBODY respects your privacy and is committed to protecting your personal information. Our privacy policy outlines our approach to privacy and how we collect, use and protect your personal information. It also sets out your rights in relation to accessing the personal information we collect and hold about you. We are bound by the National Privacy Principles in the Privacy Act 1988 (Cth).

12.2 Personal information is defined in the Privacy Act 1988 (Cth) and means information or an opinion about an individual whose identity is apparent or can be reasonably ascertained from that information or opinion.

12.3 Our Website may contain links to third party websites. We are not responsible for the privacy policies of any third party websites. We recommend that you review the privacy policy of each website you visit.

13. Collection of Personal Information

13.1 NUBODY only collects personal information for the purposes of conducting our business as an online retailer of goods and services. The personal information we collect from you will include information you give us when you:

(a) Register or subscribe to our Website;

(b) Complete your account profile

(c) Complete product reviews

(d) Complete a transaction with us; and

(e) Contact us

13.2 The personal information that we collect on individuals may include, but is not limited to:

(a) Your name;

(b) Your contact details;

(c) Your payment details; and

(d) Other personal information that we collect in the course of a transaction.

13.3 We may collect personal information from individuals who are not customers of our business but whose personal information is given to us by those individuals via our Website or in the course of a transaction.

13.4 Where reasonably practicable, we attempt to collect information directly from individuals. When we collect information, we will generally explain to the individual why we are collecting it, who we give it to and how we will use or disclose it or, alternatively, those matters will be obvious from the circumstances.

13.5 If we collect information about an individual from someone else, we will take reasonable steps to ensure that the individual is made aware of the matters listed in clauses 13.3 and 13.4.

13.6 We will collect personal information from you by lawful and fair means and not in an unreasonably intrusive way.

13.7 When you visit our Website, for the purpose of managing our Website and improving our business, we may also collect the following information:

(a) Your computer's operating system;

(b) Your computer's browser type and capabilities;

(c) Your computer's Internet Protocol (IP) address and geolocation;

(d) Web pages visited, including how you were referred to each web page; and

(e) Web page usage statistics, including the time spent on each web page.

13.8 We will not identify users or their browsing activities, except where required by law or in accordance with our Terms and Conditions of Use and Sale.

14. Using and Disclosing Your Personal Information

14.1 We will generally use or disclose your personal information only for the primary purpose for which it was collected; or for a related secondary purpose where you would reasonably expect us to use or disclose the personal information for that secondary purpose. We may otherwise use and disclose your personal information if you have given us consent for the use or disclosure or it is required or authorised by law.

14.2 Generally, we use and disclose your personal information for the purpose of providing you with the goods or services that you have requested, or otherwise to enable us to carry out our business as an online retailer of goods and services.

14.3 If those purposes for which we have collected the information involve providing personal information about an individual to any third party, we will take appropriate and reasonable steps to ensure any personal information is protected.

14.4 We will generally only use personal information for marketing if you have given express or implied consent or it is impracticable to seek consent before this use and you are given the opportunity to opt out of receiving any further direct marketing communications. Our electronic marketing activities will comply with the requirements of the Spam Act 2003 (Cth).

14.5 We may also provide your information to third parties that provide services to us, including third parties that provide our payment gateway, marketing, logistics and technology support services. This may include providing your information to third parties that are located outside of Australia. Where your personal information is transferred outside Australia, we will do so in accordance with National Privacy Principle 9.

15. Security of Your Personal Information

We take steps to protect the personal information we hold against loss, unauthorised access, use, modification or disclosure and against other misuse. When no longer required, personal information is destroyed in a secure manner or deleted.

16. Access to Your Personal Information

16.1 Under the Privacy Act 1988 (Cth), you have certain rights to access the personal information we collect and hold about you.

16.2 Generally, we will allow an individual access to the personal information we hold about them within a reasonable time after it is requested. If you wish to request such access, please identify the precise type/s of information requested.

You may make a request, or if you have any further enquiries, please contact us or write to us at:

NUBODY

info@nubody.com.au

**PO BOX 2131, Clovelly West NSW 2031
Australia.**

16.3 NUBODY reserves the right to charge an administration fee for searching for, and providing access to, your information on a per request basis.

16.4 Additional information regarding privacy may be obtained from the Office of the Australian Information Commissioner.

17. Changes to this Privacy Policy

17.1 NUBODY reserves the right to make amendments to this Privacy Policy at any time. If you have objections to the Privacy Policy, you should not access or use the Site.