



# TERMS AND CONDITIONS

## DEFINITIONS

For the purposes of these Terms and Conditions:

- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Koala Dreaming, 149c Dunmore Street, Wentworthville, NSW 2145.
- Country refers to: New South Wales, Australia
- Service refers to the Website
- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- Website refers to Koala Dreaming, accessible from [www.koaladreaming.com.au](http://www.koaladreaming.com.au)
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## ACKNOWLEDGMENT

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service. Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## LINKS TO OTHER WEBSITES

Our Service may contain links to third-party web sites or services that are not owned or controlled by Koala Dreaming. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Koala Dreaming shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## TERMINATION

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Service will cease immediately.

## LIMITATION OF LIABILITY

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 AUD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## INDEMNIFICATION

You agree to indemnify, defend and hold harmless Koala Dreaming and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## DISCLAIMER

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

At no point whatsoever is Koala Dreaming's advice intended to be a substitute for medical advice or treatment. Medical treatment or advice should be sought by a doctor or other qualified health professional before starting any type of sleep training. Doctor's advice should also be sought in regards to any matter that requires medical treatment or diagnosis. Reliance on any advice given by Koala Dreaming is solely at your own risk.

## **GOVERNING LAW**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## **DISPUTES RESOLUTION**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting Koala Dreaming.

## **FOR EUROPEAN UNION (EU) USERS**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## **TRANSLATION INTERPRETATION**

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## **CHANGES TO THESE TERMS AND CONDITIONS**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

By accepting your personalised sleep plan and using our site you hereby consent to its terms and conditions of use and agree to the following:

- Follow safe sleep practices in line with SIDS recommendations
- Disclose any medical conditions your child has to the sleep consultant at Koala Dreaming
- The customised sleep plan received is meant for your child only and should not be shared with any third parties. You acknowledge that the information provided is only suitable for your child.
- Information provided can be used in case studies no personal identifiable information will be used and all names will be changed
- Payment is due before sleep plan is prepared and sleep plan will not be written unless payment was received
- Any changes to your child's sleeping and eating routine are implemented by you at your own responsibility and advice given by the sleep consultant at Koala Dreaming should never be a substitute for seeking medical advice from a qualified health professional where necessary
- At all times are you responsible for your own physical and mental health and well-being and that of any minor for whom you act as a legal guardian

## REFUNDS AND CANCELLATION

- Once the sleep plan is prepared and sent no refunds will be given
- Should the client wish to withdraw from the service before the sleep plan is prepared a full refund will be given if the cancellation occurred a full 48 hours prior to a scheduled phone consultation
- Should cancellation occur within less than 48 hours prior to a scheduled phone consultation, 50% of the consult fee will be refunded, provided that that the sleep plan has not yet been prepared
- Cancellations must be submitted in writing to [info@koaladreaming.com.au](mailto:info@koaladreaming.com.au)
- For your child's sleep to improve advice needs to be followed consistently 100%, should you not follow advice given and your child's sleep does not improve, no refunds will be given
- Koala Dreaming is not responsible for the outcome if sleep advice is not followed consistently
- It is your responsibility to send sleep logs to your sleep consultant at Koala Dreaming every couple of days prior to any scheduled phone consultations so these can be assessed in depth by your sleep consultant

## **LATE OR MISSING REFUNDS (IF APPLICABLE)**

If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted.

If you've done all of this and you still have not received your refund yet, please contact us at [info.koaladreaming@gmail.com](mailto:info.koaladreaming@gmail.com).

## **CONTACT US**

If you have any questions about these Terms and Conditions, You can contact us:

By email: [info@koaladreaming.com.au](mailto:info@koaladreaming.com.au)