

Jackie Lowater

Website Terms of Use

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These are the Terms and Conditions you need to be aware of when using this website. Please read these Terms and Conditions carefully, as together with our Privacy Policy it sets out your important rights and obligations in relation to the use of this website.

Should you not agree with any of these terms and conditions, please do not use our website.

Your use of this website is subject to the following terms and conditions:

When you visit this website, purchase our products or use our services you agree that you have read these Terms and all related documents and that you are willing to be bound by them.

Age

Any persons using this website for the purpose of purchasing any services or products offered on this website at any time must be at least 18 years of age or accompanied by a legal guardian.

Variation

We may update our terms and conditions from time to time and the new provisions will apply from the date they are updated.

Disclaimer (general)

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The Programme is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Jackie Lowater cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

Medical Disclaimer

You understand and agree that all information provided on this website for the support of emotional and physical health, is general advice to support wellbeing and cannot be interpreted as individual advice nor is it meant to replace medical advice, prescription, and protocol or therapy provided by a medical practitioner.

This disclaimer applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of this website or the services found on this website.

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Affiliates

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with mine. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Jackie Lowater is highly selective and only promotes the partners whose programs, products and/or services we respect.

At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgement to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Jackie Lowater is not liable in any way for any program, product or service that I may promote, market, share or sell on or through our Website.

No unlawful or prohibited use

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other person's use and enjoyment of this website. You agree not to hack into areas of this website that are not intentionally made available to you.

You expressly agree not to:

- a. engage in any internal or external spamming, or other similar actions
- b. engage in any unlawful or immoral acts, or acts that are in violation of these terms and conditions
- c. decompile, reverse engineer, or try to copy or imitate this website or underlying content
- d. use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- e. conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
- f. use data collected from the website for any direct marketing activity (including without limitation email marketing, social media marketing, online marketing, SMS marketing, telemarketing, and direct mailing)
- g. use data collected from the website to contact individuals, companies or other persons or entities for marketing purposes.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website. Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

Copyright infringement

If you believe that there is material on our website that infringes third party intellectual property rights, please email jackie@jackielowater.com with sufficient information to enable us to determine who the owner of the intellectual property is and to remove it from the Jackie Lowater website if appropriate.

Cookies

This website uses cookies to monitor browsing preferences.

By using our website or by agreeing to this Terms of Use, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

Third-party links

This website may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk.

Third Party links on our website do not signify that we recommend or endorse the websites. We have no control over the nature, content, and availability of those websites.

Website security

Jackie Lowater makes every effort to maintain the security of the website including but not limited to encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information, the integrity of the website and conduct our business.

However, we do not guarantee the security of the website or our records.

Jackie Lowater disclaims all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are advised to install and maintain up-to-date security software on your computer for your further protection.

The website is hosted by third-party services; therefore, the website may be inaccessible from time to time.

Limitation of liability

Jackie Lowater will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of Australian Consumer Law.

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services or products or both again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost. This limitation of liability applies to the fullest extent permitted by law and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

Indemnity

You agree to indemnify and defend Jackie Lowater from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

1. any content you post via this website

2. your unauthorised use of this website or products or services included or advertised on this website
3. your breach of these terms and conditions.

Applicable law

This agreement is governed by the laws of Western Australia and you consent to the exclusive jurisdiction and venue of courts in that State or the Federal Courts within Australia, in all disputes arising out of or relating to the use of this website.

You may provide notice to us through the contact us page or otherwise by email addressed to jackie@jackielowater.com

Jackie Lowater may provide notice to you via email or other electronic means.

Use of this website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation, this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Jackie Lowater as a result of this Agreement or use of this website.

Validity

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

These terms and conditions together with our Privacy Policy and Programme Policies form the entire agreement between you and Jackie Lowater.

Feedback, comments or complaints

If you have any questions, please email your feedback to jackie@jackielowater.com

We endeavour to respond to all inquiries within 3 business days.