

Chuck B Consulting Website Disclaimer

www.chuckborischats.com ('Website')

ABN 30 697 916 879

(Updated 7 March 2019)

1 Acceptance of Terms

By visiting the Website, viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to Chuck B Consulting, you agree to be bound by the following Terms and Conditions of Service. If you do not want to be bound by the Terms your only option is not to visit, view or otherwise use the services of the Website. You understand, agree and acknowledge that these Terms constitute a legally binding agreement between you and Chuck B Consulting and that your use of the Website shall indicate your conclusive acceptance of this agreement. By continuing to use the Website, you agree to the reasonableness of these Terms.

2 Provision of Services

You agree and acknowledge that Chuck B Consulting is entitled to modify, improve or discontinue any of its Services, including the Website, at its sole discretion and without notice to you even if it may result in you being prevented from accessing any information contained in it.

3 Medical Disclaimer

The Website contains general information about psychological, mental health and life concerns and interventions. The information is not advice, and should not be treated as such. Chuck B Consulting does not warrant that the information is accurate or up-to-date, or relevant for you to apply to your specific situation. The information should not be considered a substitute for advice from a healthcare practitioner.

4 Proprietary Rights

You acknowledge and agree that Chuck B Consulting may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. Chuck B Consulting authorises you to view and make a single copy of portions of its content for offline, personal, non-commercial use. Content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Any further rights not specifically granted herein are reserved.

5 Submitted Content

When you submit content to Chuck B Consulting you simultaneously grant Chuck B Consulting an irrevocable, worldwide, royalty free license to publish, display, modify, distribute and syndicate your content worldwide. You confirm and warrant that you have the required authority to grant the above license to Chuck B Consulting.

6 Termination of Agreement

The Terms of this agreement will continue to apply in perpetuity until terminated by either party without notice at any time for any reason. Terms that are to continue in perpetuity shall be unaffected by the termination of this agreement.

7 Disclaimer of Warranties

You understand and agree that your use of the Website is entirely at your own risk and that Services are provided "As Is" and "As Available". Chuck B Consulting does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of the Chuck B Consulting website, information, content, materials, or products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

8 Limitation of Liability

You understand and agree that Chuck B Consulting and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages as a result of your use of the content of the Website.

This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. The above limitation shall apply whether or not Chuck B Consulting has been advised of or should have been aware of the possibility of such damages. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed the liability of Chuck B Consulting is limited to the greatest extent permitted by law.

9 External Content

Chuck B Consulting may include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that Chuck B Consulting is not responsible for and does not endorse any advertising, products or resource available from such resources or websites.

10 Governing Law

These Terms are governed by the laws of Western Australia and Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Western Australia and Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

11 Severance

You expressly understand and agree to submit to the personal and exclusive jurisdiction of the courts of the country, state, province or territory determined solely by Chuck B Consulting to resolve any legal matter arising from this agreement or related to your use of Chuck B Consulting. If the court of law having jurisdiction, rules that any provision of the agreement is invalid, then that provision will be removed from the Terms and the remaining Terms will continue to be valid.



Chuck B.
A COUNSELLING CONSULTANT

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12 Entire Agreement

You understand and agree that the above Terms constitute the entire general agreement between you and Chuck B Consulting. You may be subject to additional Terms and Conditions when you use, purchase or access other services, affiliate services or third-party content or material.

13 Changes to the Terms

Chuck B Consulting reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of the Website after any changes to Terms will signify your agreement to be bound by them.

For any questions or notice, please contact Chuck B Consulting:

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