

TERMS OF SERVICE FOR CUSTOMERS

Hello and welcome to Heal the Storyteller! We're so happy to have you as a customer. These are our Terms of Service ("Terms") which apply to all customers of Heal the Storyteller [ABN 91950665115] ("we, us, our"). By using our Website and Services, you're agreeing to these Terms together with any other terms and conditions and policies we publish or link to (together an "Agreement"). If you do not agree, unfortunately you won't be able to purchase any of our Products online.

BEFORE PURCHASE

Things you need to do before purchasing Products on our Website

Before you buy anything from our Website, there are a few things you should know:

- you need to be 18 years old or have parental consent;
- please give us complete and accurate information, and let us know if anything changes;
- you need to use any special offers, gift codes or coupons at the time of purchase - they can't be applied after the fact; and
- once you place an order, we may not be able to cancel it, as it will have already been processed and paid for by us.

Acknowledgements you make when purchasing on our Website

Whilst we aim to do our best, please be aware that there could be:

- occasional errors or omissions in Product descriptions, prices, shipping charges, delivery times, availability, and promotions;
- colour differences, so that the colours and images of Products we display may be different on your screen to the colours and images of the actual Products;
- some Products with limited quantities, and some sales that are limited to certain regions or groups of people.
- except as required by law, we cannot guarantee the accuracy of the information, the colours and images or the availability of the Products.

AFTER PURCHASE

Things you need to know after purchasing on our Website

After purchasing something from our Website, there are a few more things you should know:

- if you have issues with late, stolen, or damaged deliveries, please contact Australia Post or the courier company directly;
- please follow the manufacturers or our instructions in relation to the Product;
- * if you have any issues with the Product and require a refund, please contact us via email at Healthestoryteller@gmail.com within 48 hours;
- please ask our prior written consent before publishing any information about us;
- and if there is a dispute please keep all communications confidential.

Things we'd love you to do after purchasing on our Website

We love hearing from our customers and seeing their experiences with our Products. If you have any photos, videos, testimonials, and/or case studies we'd be thrilled if you would share them with us! We might even use them for marketing and information purposes, publications, exhibitions, and professional awards across print or digital mediums, including our social media channels. However, please note that by providing us with photos, videos, testimonials, and/or case studies you assign copyright ownership to us. This includes all copyright and any other rights under the *Copyright Act 1968* and the right of reproduction either wholly or in part. We will seek your permission to use photos, videos, testimonials, and/or case studies you provide to us.

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- Upon successful payment for any digital product including eBooks, we grant you a limited, single, non-exclusive, non-transferable, revocable license to download and access content for your **sole personal, non-commercial use only**.

Prohibited Uses

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No AI Training - Text scraping for data mining or training artificial intelligence (AI) models is strictly prohibited.

Pricing and Payments

- All payments are processed through Stripe and is subject to Stripe's own terms of use and privacy policy. We are not responsible for the operation, availability or security on Stripe's platform.
- All transactions are processed in Australian dollars. If you are purchasing from overseas, your financial institution or credit card issuer may apply currency conversion rates and additional foreign transaction fees. We are not responsible for these institutional fees.
- We do not store or have access to your full financial details.

International Digital Taxes

- Prices for eBooks sold to customers outside of Australia may be subject to local digital service taxes (such as EU/UK VAT or US Sales Tax). Where applicable, these taxes will be automatically calculated and collected at checkout based on your location.

eBook Delivery

- eBooks are delivered digitally via an automated download link sent to the email address provided at checkout immediately following successful payment. The download link expires after 72 hours and allows up to three downloads. You are responsible for ensuring your email address is correct and that your device, software and internet connection meet the minimum technical requirements to support the file format provided (e.g. EPUB). We are not liable for compatibility issues arising from your specific hardware or third-party reading applications.

Refunds and Returns

- **Digital Refund Policy:** Due to the intangible nature of digital goods, **all sales of eBooks and digital downloads are final and non-refundable** once the file has been delivered or downloaded.

Australian Consumer Law Exception

- In accordance with the Australian Consumer Law (ACL), this final-sale policy does not apply if the digital file suffers from a major failure (such as being corrupt, completely unreadable, or significantly different from its description), and we cannot provide a working replacement file within a reasonable time.

International Buyers (EU & UK)

- By checking the checkout box and authorising immediate digital delivery, you explicitly acknowledge and agree that you **waive your 14-day statutory right of withdrawal/cancellation** under local consumer laws once the download link has been generated or accessed.

Fiction Disclaimer

The book and eBook is a work of fiction. While the stories are influenced by real-life people and experiences, all names, characters and incidents are the products of the author's imagination and are not to be construed as real.

No Reliance

These book and eBook are for entertainment purposes only and do not constitute real-world advice or instructions. The author accepts no liability for actions taken by the reader.

OTHER MATTERS YOU SHOULD BE AWARE OF

We may change information on our Website

Except as required by law, we may change shipping information, availability, Product information, prices, promotions, and any other information on our Website.

We make deliveries at your option and your cost

The areas we deliver our print books to are those that are published on our Website. These areas may change from time to time as we are able to service a larger area. We will process your delivery upon receipt of payment and send your Products via Australia Post or a reputable courier company. Delivery times will depend on your location and any selected delivery option. Any international customers are responsible for any custom and import duties.

We comply with the Australian Consumer Law

Our Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality, and the failure does not amount to a major failure. Except as required by law, we do not warrant the quality of the Products or warrant that they will meet your expectations. We do not provide refunds except as required under the Australian Consumer Law. For example, we do not provide refunds for changes of mind, where a problem with the Products is due to your misuse, failure to comply with manufacturers and our instructions, where you fail to take reasonable care, or where you fail to provide us with adequate information.

If we need to cancel your order, we will provide a refund

On occasion we may cancel an order for a Product where we are unable to fulfil it. In these or similar circumstances where we have to cancel an order, we will provide you with a full refund. In some instances, where we cannot fulfil part of your order, we will call you and ask if you would like a replacement or substitution product or refund. We have the right to refuse, limit or cancel any order for our Products, including, but not limited to, where an order appears to be by resellers or distributors without permission.

We can refuse to serve you and sell Products at any time

We may stop providing our Website and Services at any time. We may also stop you using our Website and Services and stop you purchasing any of our Products if you breach this Agreement.

LIABILITY AND INDEMNITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your use of our Website and Services or any Products purchased using the service, including, but not limited to, any errors or omissions, price changes or discontinued Products, lost or stolen Products during delivery, any late delivery, your reliance on any of our information, any links to third party websites, any interruptions, any changes, suspension or termination of our Website and Services, or your use or misuse of any Product.

To the extent which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:

- the replacement of the products or the supply of equivalent products; or
- the payment of the cost of replacing the products or of acquiring equivalent products.

In any case, our liability to you will not exceed the amount actually paid by you to us for the most recent Product you have paid for.

You agree to indemnify us, and to keep us indemnified from any Claim arising out of or in connection with your breach of this Agreement.

FORCE MAJEURE

Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent that our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

IF THERE IS A DISPUTE

In the event of any dispute that cannot be resolved, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

OTHER

This Agreement is to be construed in accordance with the laws of WA, Australia, and you and we submit to the jurisdiction of the courts of WA, Australia. This is the entire agreement between you and us, and supersedes any prior agreements, proposals, and communications whether oral or written, between you and us. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in this Agreement does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in this Agreement survive termination of this Agreement.

DEFINITIONS

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Claim means any claim, under statute, tort, contract or negligence, any demand, award, or costs.

Force Majeure Event means any event beyond our control which prevents us complying with our obligations under this Agreement, including, but not limited to any pandemic, "Act of God" such as fires, earthquakes, floods, war or hostilities, riots, strikes, disorder, or acts or threats of terrorism or electrical failure, changes to regulations, travel limitations, or weather events.

Loss or Damage means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of data, loss of enjoyment, virus to systems, personal injury, death, negligence, trespass, property damage and legal costs.

Products means any product available through our Website and includes the book - 'Heal the Storyteller'.

We, us, or our means Rebecca Aleisha Roberts t/as Heal the Storyteller [ABN 91950665115] and includes any of our employees, agents, partners, and contractors.

Website and Services means Healthstoryteller.com.au, and everything available on this website including, but not limited to, all Products and any services.