



GIRL SHAPED FLAMES TERMS OF USE

1.0 DEFINITIONS

In these terms of sale, the following words will have the following meanings:

“we, our” or “GSF”	means Girl Shaped Flames Pty Ltd ATF Meessmann Family Trust;
“you” or “your”	refers to the purchaser of goods, audio or video content from GSF
“Terms”	means these purchase terms of sale;
“Lifetime Access”	means ongoing and complete access to the Courageous Parenting Interactive Program and community for the life of the program, not for your life or the life of Tanya Meessmann. This is ongoing access at no additional charge until the course is no longer offered, at which time all members will be given at least 3 months’ notice before the program is closed. Any future closure of the program or community in the future does not affect the refund policy and does not entitle members to any form of refund.
“CPIP”	Courageous Parenting Interactive Program

2.0 CONTRACT

2.1 When you purchase audio or video content from us, we grant you a licence (which is limited, revocable, non-exclusive, non-transferable) to listen to, download (when made available by us) or stream such content to your computer and/or other device(s) solely for your personal, non-commercial use.

2.2 You agree to not otherwise copy, reproduce, distribute or use the content other than as set out in this contract.

2.3 You must not sell, transfer, lease, modify, distribute or publicly perform the content in any manner and you must not exploit it commercially.

2.4 You agree to not tamper with the content or create any derivative works therefrom.

2.5 We may terminate your license to use any purchased products if you breach this contract.

3. PAYMENT

3.1 We have 2 x payment options for the Courageous Parenting Program: In full or in monthly instalments. If you choose to pay in instalments, you must pay all instalments on or before each due date.



3.2 The due date for each instalment is 30 days after each previous instalment.

3.3 If you have not paid an instalment within 14 days of its due date, we reserve the right to revoke your access to the purchased product.

3.4 The CPIP program may be purchase either in US or Australian Dollars. If you are located in Australia you will be charged Australian Goods and Services Tax.

4. WARRANTY

4. The Australian Consumer Law and limitation of liability

4.1 For the avoidance of doubt, nothing in this contract limits or restricts your ability to make a claim against us that may be available to you for our failure to comply with a guarantee under the Australian Consumer Law.

4.2 When you acquire goods or services from us, Part 3-2, Division 1 of the Australian Consumer Law implies a number of guarantees that cannot be excluded. Subject to the Australian Consumer Law, to the full extent permitted by law:

(a) under no circumstances (including but not limited to any act or omission on the part of us) will we be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use of or access to, or any inability to use or access, the products you purchase from us;

(b) we exclude all guarantees, conditions, warranties and terms implied by statute, general law or custom;

(c) in no event shall we be liable for any other claims or damages including, but not limited to, claims for faulty design, negligent or misleading advice, damages arising from loss or use of the products, and any indirect, special or consequential damages or injury to any person, corporation or other entity.

5. REFUNDS & EXCHANGE

5.1 Voluntary refunds:

(a) If you work through the 2 few modules of a course are not totally happy with it, then we will refund your money. Unless stated otherwise stated, the CPIP Program has a 14-day money back guarantee and refund period.

You must demonstrate that you have participated in the CPIP Program by accessing course content and/or joining the Facebook before requesting a cancellation of your



course membership and refund. We may request the submission of completed worksheets, activities and exercises in considering your refund request. A change of mind does not constitute a valid reason for cancellation and request for refund. In considering your refund we may also charge an admin fee of AU\$150 at our discretion.

Requests for refunds must be made in writing within the defined refund period as listed above in section 5.1 (a), at info@girlshapedflames.com

(b) If you receive your money back it is a requirement that you delete every copy of the product that you have downloaded as well as copies you have placed on other devices or media.

5.2 You may be entitled to a refund as a result of your rights under the Australian Consumer Law. Our goods 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.

5.3 If you are entitled to a refund, we will refund your money within 14-days of notice to us and the entitlement arising.

5.4 Your refund will be paid in the currency in which it was received by us. If you paid in a currency other than Australian dollars, you are liable for the costs of exchange.

6. PRIVACY

6.1 You agree to our Privacy Policy [available here](#).

6.2 Image Release:

All Weekly Live Video Group Calls are recorded and made available for all CPIP participants within the private Course portal.

As such, through your participation in the Weekly Live Video Group Chats for the CPIP Program you grant permission to GSF and its agents and others working under its authority, to take and to have full and free use of video/photographs containing your image/likeness.

You understand these images may be used for promotional, news, online/multimedia, research and/or educational purposes by and for GSF. You agree that you are not entitled to remuneration, residuals, royalties or any other payment in respect of your image/likeness or its use. You release, discharge, and hold harmless, GSF and its



agents from any and all claims, demands or causes of actions that you may hereafter have by reason of anything contained in the photographs or video. If you do not agree to the above image release, you must advise Girl Shaped Flames by email as soon as possible at info@girlshapedflames.com

7. TRADE-MARKS

7.1 Trademarks used on the Website belong to their respective owners. You must not use any trademark displayed on the Website without the express written permission of us or the third-party owner.

8. JURISDICTION

8.1 These Terms are governed by and to be construed in accordance with the laws of Queensland, and the Commonwealth of Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.

8.2 If any of these Terms is found to be invalid or unenforceable by a court of law,

Last updated 2nd Dec 2020