



GENERAL TERMS AND CONDITIONS

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You may not, except with our express written permission, distribute or commercially exploit the content. You may not transmit it or store it on any other website or other form of electronic retrieval system.

2 - YOUR PRIVACY

At www.shield-academy.com.au, we are committed to protecting your privacy as an online visitor to our website. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our privacy policy below carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure server. www.shield-academy.com.au is secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.



3 - STORAGE AND SECURITY OF YOUR INFORMATION

We receive and store information you enter on our website or give us in any other way from time to time. You may provide basic contact information such as your name, phone number, address, and email address to enable us to send information or process your product order and we may also collect additional information at other times, including but not limited to, when you provide feedback, change your content or email preferences, respond to a survey, or communicate with our customer support.

We may use personal information collected from you for the purpose of providing you with direct marketing material, updates regarding our website and information in the form of a newsletter. This will only apply if you have registered or subscribed to such publications by registering your details with us. However if you wish to cease receiving any such information you may let us know either by email or unsubscribing at any time and your request will be actioned immediately.

Individual profile and company details are not used for any other purpose. Details are only supplied to a third-party supplier when it is required by law, for goods or services which you have purchased or to protect our copyright, trademarks and other legal rights.

We respect the privacy of our online visitors. We may collect information on or through this website that can personally identify you. For example, we collect personally identifiable information which you volunteer to us to respond to visitor questions and comments about us and our products and services, and to mail e-newsletters ("*Personal Data*").

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. We will not knowingly share any of your Personal Data with any third party other than our service providers who assist us in providing the information and/or services we are providing to you. To the extent that we do share your personal information with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy. Some of our service providers may be overseas and may not be subject to Australian Privacy Laws. Please contact us if you require specific details.



Any non-personal information, communications and material you send to this website or to us by email, or which we obtain from third parties without promises of confidentiality, may be kept, used and disclosed by us on a non-confidential basis. We are free to use and reproduce any such information freely, and for any purpose whatsoever. Specifically, we will be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose, including developing, manufacturing or marketing products.

4 - COOKIES

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any personal information (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google AdWords. These ads may appear on this website or other websites you visit.

5 - DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of www.shield-academy.com.au, our customers or third parties.



If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be disclosed to a potential purchaser under a confidentiality agreement. We would only disclose your information in good faith and where required by any of the above circumstances.

6 - THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We will never disclose your personal details to a third party except the necessary information required by providers of products or services you have purchased or to protect the rights, property or safety of www.shield-academy.com.au, our customers or third parties or if required by law.

We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

7 - SECURITY

We strive to ensure the security, integrity and privacy of personal information submitted to our website, and we periodically update our security measures in light of current technologies.

8 - LINKS

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.



9 - CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

If you have any questions or concerns at any time about our privacy policy or the use of your personal information, please contact us at admin@shield-academy.com.au and we will respond within 48 hours.

10 - AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and www.shield-academy.com.au rights and obligations to each other.

11 - LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that www.shield-academy.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.



12 - COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), www.shield-academy.com.au liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services. Using this website or making purchases whilst under the age of 16 does not in and of itself render the purchase invalid, and you or your parent/guardian may be legally liable for any purchases.

13 - DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of www.shield-academy.com.au.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

14 - RETURNS AND REFUNDS

www.shield-academy.com.au handles returns and processes refunds in accordance with the Australian Consumer Protection (ACP) legislation.



Should you wish to return your order, please notify us within 7 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment. Any cancelled memberships will only receive an apportioned refund of remaining membership value from the date of notification, minus administration fees as dictated by ACP legislation. Calculating a refund: If a membership is purchased on a special discount for a set period (e.g. Full Term, or 2-month special) any refund (minus administration fees) will be calculated on the period of attendance as being paid at the standard non-discounted monthly rate. Individual classes beyond a calendar month will then be deducted at an apportioned rate, being the full monthly rate divided over four sessions. Any remaining balance is the amount refundable minus administration fees. All refunds are made at the discretion of www.shield-academy.com.au according to ACP legislation.

Any clothing items must be returned in original packing (where applicable) with all original tags in place, undamaged, and in a re-sellable condition. Checking clothing sizes must be made on a clean body. Clothing products returned smelling of body odour will be regarded as damaged goods and will forfeit any right to refund. Groin guards must be tried for size over clothing/shorts.

15 - LINKS TO OTHER WEBSITES

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It is your sole responsibility and not the responsibility of www.shield-academy.com.au to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.



17 - YOUR PRIVACY

At www.shield-academy.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. www.shield-academy.com.au respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. www.shield-academy.com.au secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data www.shield-academy.com.au collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

18 - THIRD PARTIES

www.shield-academy.com.au does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

19 - DISCLOSE YOUR INFORMATION

www.shield-academy.com.au may be required, in certain circumstances, to disclose information in good faith and where www.shield-academy.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.



20 - EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of www.shield-academy.com.au. www.shield-academy.com.au expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then www.shield-academy.com.au will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. www.shield-academy.com.au reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

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22 - WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and www.shieldkravmaga.com.au concerning your use and access to www.shield-academy.com.au website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

23 - EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

24 - TRAINING, FITNESS AND SELF DEFENCE TRAINING

Exercise and health are matters that vary from person to person. You should understand that when participating in any exercise, exercise program or self-defence program, there is the possibility of physical injury.



If you engage in this exercise or program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge www.shield-academy.com.au, all its instructors, commentators and any associated with the www.shield-academy.com.au website from any and all claims or causes of action, known or unknown.

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You should always consult a physician before starting a fitness program or changing your diet. Not all exercises, nutrition programs or activities are suitable for everyone. The information presented in this website is in no way intended as a substitute for medical, nutritional or psychological counselling.

All information contained on www.shield-academy.com.au, including information relating to medical and health conditions, products, treatments and nutrition is for informational purposes only. The content is also not intended to be a substitute for professional training, nutrition, diet, health, wellness, fitness, training tips, eating disorders, related issues or any other form of advice. When in doubt, consult your primary care physician, registered dietician or another certified professional.

25 - JURISDICTION

This agreement and this website are subject to the laws of WA and Australia. If there is a dispute between you and www.shield-academy.com.au that results in litigation then you must submit to the jurisdiction of the courts of WA.