Terms and Conditions



- 1. The Switched-On Kids Cognition Program and/or Course(s) ("Program", "Course") is provided to you by Kylie Maidment trading as Switched-On Kids Cognition (ABN 73719646322) ("Switched-On Kids Cognition").
- 2.Please read these terms and conditions carefully. These terms and conditions form a contract between you and Switched-On Kids Cognition. By accepting these terms and conditions or proceeding with the Program/Course you acknowledge that you have read and understood these terms and conditions and agree to be bound by them.
- 3.No Medical or psychological advice You agree and acknowledge that: firstly, the Program/Course does not provide medical or psychological advice and you will not receive advice in relation to any medical or psychological treatment; and secondly, the information and strategies provided as part of the Program/Course are of a general nature only and may not be suitable for you or your family or your circumstances. It is your responsibility to assess whether any of activities, tips or strategies provided by the Program/Course are suitable prior to implementing them. Please discuss any medical concerns (including medication) with your doctor or paediatrician.
- 4. Wellbeing You are responsible for the wellbeing of yourself and your family while undertaking this Program/Course. If in any doubt, you should seek professional advice.
- 5.No guarantee of results -The Program/Course contain activities, tips and strategies that are based on cognitive-neuroscience research, however there is no guarantee that you will achieve any particular result.
- 6.Refund Policy A full refund within two weeks of purchase is available for the Switched-On Kids Cognition Program (you must contact Switched-On Kids Cognition in writing within two weeks of purchase). There are no refunds for the Switched-On Kids Cognition Course.
- 7.External Content From time to time, Switched-On Kids Cognition may provide links to content, research or resources on other websites that are not operated by Switched-On Kids Cognition. These links are provided for informational purposes only and Switched-On Kids Cognition does not warrant the accuracy or completeness of any information or content and will not be liable in any way in relation to the content provided on such third-party websites.
- 8.Program/Course Materials The Program/Course materials are made available to you during the Program/Course for your personal use only. You may not otherwise use, copy, alter, or distribute any of the Program/Course materials. You may not use any of the Program/Course materials for your financial gain or a commercial purpose. All Program/Course materials remain the property of Switched-On Kids Cognition or its licensors.
- 9. Access to Program/Course Materials The Program/Course materials will be available to you for a total of 2 years after you begin the Program. After this time, you will no longer have access to the Program/Course or the Program/Course materials. You will not be entitled to a refund if you do not complete the Program/course during the time allowed. Switched-On Kids Cognition does not guarantee that your access to the Program/Course materials or The Switched-On Kids Cognition website will be uninterrupted or error free or free from viruses or malware. In the event of significant disruption or technical difficulties caused by Switched-On Kids Cognition or its infrastructure which prevent you from accessing or participating in the Program/Course, Switched-On Kids Cognition will consider giving you a full or partial refund, providing that you have promptly notified Switched-On Kids Cognition of the problem, in any event no later than 30 days after the issue is experienced, and have allowed Switched-On Kids Cognition to fix the problem or resupply the Program/Course. Under no circumstance will Switched-On Kids Cognition be responsible for problems caused by you or your service providers.

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- 10. Privacy You acknowledge Switched-On Kids Cognition's privacy policy as published on its website and agree that your personal information may be used in accordance with the policy. If the Privacy Policy is updated or changed, any changes will be posted to the Switched-On Kids Cognition website.
- 11. Limitation of Liability To the extent permitted by law, Switched-On Kids Cognition will not be liable to you for any loss or damage you sustain in connection with the Program/Course, or for any consequential loss or special damages or for any claim or cause of action whatsoever (including for negligence) in connection with the Program/Course. To the extent such liability cannot be excluded by law, such liability shall be limited to a refund of the Program/Course fee.
- 12. Consumer Law Rights This contract does not exclude your applicable rights under Australian consumer law.
- 13. This agreement may only be varied or assigned by agreement of the parties in writing.
- 14. This agreement is the entire agreement of the parties in relation to its subject matter.
- 15. This agreement shall be governed by the laws of the state of New South Wales and the parties unconditionally surrender to the jurisdiction of the courts of the state of New South Wales.