

WEBSITE TERMS OF USE

1. ABOUT THESE TERMS

- (a) These Website Terms of Use (**Terms**) govern your access to and use of evanhilltrains.com.au (the **Website**), operated by Evan Hill (ABN: 94392711386, trading as EVANHILLTRAINS (**we, us, or our**)).
- (b) By accessing or using the Website, you agree to be bound by these Terms. If you do not agree to these Terms, you must immediately cease using the Website.
- (c) These Terms should be read in conjunction with our Privacy Policy, which is available on the Website and forms part of the terms on which you use the Website.
- (d) We may update these Terms from time to time by publishing the amended version on the Website. The most current version will always be available at [URL]. Your continued use of the Website after any changes constitutes acceptance of the updated Terms. We will use reasonable endeavours to notify you of material changes (for example, by a prominent notice on the Website).
- (e) In these Terms, **you** and **your** refers to any person who accesses or uses the Website.

2. ACCESS TO THE WEBSITE

- (a) We grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Website for your personal, non-commercial use, subject to these Terms.
- (b) We do not guarantee that the Website will be available at all times. We may suspend, withdraw, or restrict the availability of all or any part of the Website for business, operational, or technical reasons at any time without notice.
- (c) You are responsible for making all arrangements necessary for you to access the Website, including obtaining a suitable internet connection and compatible device. We are not responsible for any costs you incur in accessing the Website.
- (d) We may restrict or deny access to the Website to any person, at any time, for any reason, without notice.

3. USER ACCOUNTS

- (a) Certain features of the Website may require you to create an account or register your details. When creating an account, you must provide accurate, current, and complete information.
- (b) You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You must notify us immediately if you become aware of any unauthorised use of your account.
- (c) We reserve the right to suspend or terminate your account at any time if we reasonably believe your account has been compromised, is being used in breach of these Terms, or for any other reason at our discretion.

4. ACCEPTABLE USE

When using the Website, you must not:

- (a) use the Website for any unlawful purpose or in any way that breaches any applicable Australian or international law or regulation;
- (b) use the Website in any way that is fraudulent, deceptive, or misleading;

- (c) attempt to gain unauthorised access to any part of the Website, its servers, databases, or any systems or networks connected to the Website;
- (d) introduce any viruses, trojans, worms, logic bombs, ransomware, spyware, adware, or other harmful or malicious material to the Website;
- (e) use any automated tool, bot, spider, scraper, crawler, or data mining software to access, monitor, collect, or extract data from the Website without our prior written consent;
- (f) reproduce, duplicate, copy, sell, resell, or otherwise exploit any content on the Website for a commercial purpose without our prior written consent;
- (g) use the Website to transmit or distribute unsolicited commercial communications (spam);
- (h) impersonate any person or entity, or misrepresent your identity or affiliation with any person or entity;
- (i) interfere with, disrupt, or place an unreasonable load on the Website or its infrastructure;
- (j) circumvent, disable, or otherwise interfere with any security-related features of the Website; or
- (k) engage in any conduct that restricts, inhibits, or may harm any other user of the Website.

5. INTELLECTUAL PROPERTY

- (a) All content on the Website, including text, images, graphics, logos, icons, photographs, videos, audio, training program descriptions, blog articles, ebook previews, testimonials, and other materials (**Website Content**), is the property of the Coach or its licensors and is protected by Australian and international copyright, trade mark, and other intellectual property laws.
- (b) You may view and download a single copy of the Website Content for your personal, non-commercial use only, provided you do not modify or delete any copyright, trade mark, or other proprietary notices.
- (c) You must not, without our prior written consent:
 - (i) reproduce, distribute, publish, display, perform, modify, adapt, or create derivative works from any Website Content;
 - (ii) frame, mirror, or incorporate any part of the Website into another website or application;
 - (iii) use any Website Content for commercial purposes, including training, coaching, or advising third parties; or
 - (iv) use any trade mark, logo, or branding displayed on the Website.
- (d) The Coach's name, logo, and brand identifiers are trade marks of the Coach. Nothing on the Website grants you any right, licence, or permission to use any trade mark without the Coach's prior written consent.

6. E-COMMERCE AND DIGITAL PRODUCT PURCHASES

- (a) The Website may allow you to purchase Digital Products (including ebooks, training programs, and other digital resources). All purchases of Digital Products are subject to the Digital Product Terms set out in Schedule 3 of the Online Coaching Services Agreement.
- (b) Prices displayed on the Website are in Australian dollars (AUD) and are inclusive of GST (where applicable), unless stated otherwise.
- (c) We use Stripe (or such other third-party payment processor as displayed on the Website) to process payments. We do not store your full credit card details. Your payment information is handled by the payment processor in accordance with its own terms and privacy policy.

- (d) By placing an order on the Website, you make an offer to purchase the selected Digital Product. An order is accepted when we provide you with access to the Digital Product (by download link, email, or otherwise). We reserve the right to decline any order.
- (e) You are responsible for ensuring that all information you provide during the checkout process (including your email address and payment details) is accurate and complete.

7. BOOKING AND SCHEDULING

- (a) The Website may integrate with Calendly (or such other third-party scheduling tool) to allow you to book consultation calls or coaching sessions.
- (b) Bookings made via the Website are subject to the Coach's availability and the terms of the Online Coaching Services Agreement (where applicable).
- (c) Your use of Calendly or any other third-party scheduling tool is subject to that provider's own terms of service and privacy policy.

8. THIRD-PARTY LINKS AND SERVICES

- (a) The Website may contain links to third-party websites, platforms, or services, including Calendly, Stripe, Instagram, and other social media platforms.
- (b) We do not control or endorse any third-party website or service. We are not responsible for the content, accuracy, privacy practices, availability, or terms of any third-party website or service.
- (c) Your use of any third-party website or service is at your own risk and is subject to that third party's own terms and conditions and privacy policy.
- (d) The inclusion of a link on the Website does not imply endorsement, sponsorship, or affiliation.

9. DISCLAIMER OF INFORMATION

- (a) The Website Content is provided for general informational and promotional purposes only. It does not constitute:
 - (i) personal training advice tailored to your individual circumstances;
 - (ii) medical, physiotherapy, chiropractic, or other health professional advice;
 - (iii) dietary, nutritional, or dietetic advice;
 - (iv) psychological or mental health advice; or
 - (v) any other form of professional advice.
- (b) While we use reasonable efforts to ensure the accuracy and currency of the information on the Website, we do not warrant that the Website Content is complete, accurate, current, reliable, or error-free.
- (c) You should not rely on any Website Content as a substitute for professional advice. You should consult a qualified health professional before commencing any exercise program, making changes to your diet or lifestyle, or acting on any information published on the Website.
- (d) Any testimonials, reviews, case studies, or results displayed on the Website reflect individual experiences only and are not a guarantee or prediction of specific outcomes. Results vary between individuals.

10. LIMITATION OF LIABILITY

- (a) To the maximum extent permitted by law, we exclude all liability (including liability in contract, tort, negligence, and under statute) for any loss, damage, cost, expense, or injury arising out of or in connection with:
 - (i) your access to, use of, or inability to use the Website;
 - (ii) any errors, omissions, inaccuracies, or outdated information in the Website Content;
 - (iii) any interruption, delay, outage, or failure of the Website, however caused;
 - (iv) any loss of data, corruption, or damage to your device, software, or systems resulting from your use of the Website;
 - (v) any reliance you place on the Website Content;
 - (vi) any third-party website, platform, or service accessed via the Website; or
 - (vii) any unauthorised access to or use of our servers, or any personal information stored on our servers.
- (b) Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the ACL or any other applicable law that cannot be excluded, restricted, or modified by agreement.
- (c) To the extent our liability cannot be excluded under applicable law, our total aggregate liability to you in connection with these Terms or the Website is limited to AUD \$100.

11. INDEMNITY

You agree to indemnify, defend, and hold harmless the Coach and its officers, employees, contractors, and agents from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal costs) arising out of or in connection with:

- (a) your use of or access to the Website;
- (b) your breach of these Terms;
- (c) your breach of any applicable law or regulation; or
- (d) your violation of the rights of any third party.

12. PRIVACY

- (a) Your use of the Website is subject to our Privacy Policy, which sets out how we collect, hold, use, and disclose your personal information.
- (b) By using the Website, you consent to the collection and use of your personal information in accordance with our Privacy Policy.
- (c) A copy of our Privacy Policy is available on the Website.

13. COOKIES

- (a) The Website may use cookies and similar tracking technologies. For details on how we use cookies, please refer to our Privacy Policy.
- (b) By using the Website, you consent to the use of cookies in accordance with our Privacy Policy. You can manage your cookie preferences through your browser settings.

14. TERMINATION OF ACCESS

- (a) We may suspend, restrict, or terminate your access to the Website at any time, without notice, for any reason, including if we reasonably believe you have breached these Terms.
- (b) Upon termination, the rights granted to you under these Terms cease immediately.
- (c) Clauses that by their nature are intended to survive termination (including intellectual property, limitation of liability, indemnity, and governing law) continue in full force and effect.

15. GENERAL

15.1 Governing law

These Terms are governed by and construed in accordance with the laws of the Australian Capital Territory. You submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.

15.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision will be read down or severed to the extent necessary, and the remaining provisions will remain in full force and effect.

15.3 Waiver

Our failure to exercise or enforce any right or provision of these Terms does not constitute a waiver of that right or provision.

15.4 Entire agreement

These Terms, together with the Privacy Policy and any applicable terms for Services or Digital Products, constitute the entire agreement between you and the Coach in relation to your use of the Website.

15.5 Assignment:

You may not assign or transfer any rights or obligations under these Terms. We may assign these Terms to a successor to our business.

15.6 Last updated

These Terms were last updated in May, 2026.