

Website Terms and Conditions

Welcome to www.menopauseunderstood.com.au (our Site).

Our Site gives you an opportunity to browse our Site and purchase products and services (**Products and/or Services**) provided by Melissa Jane Tahu trading as MENOPAUSE UNDERSTOOD (ABN 41 823 903 951) (**we, us, our**).

These Terms and Conditions (**Terms**) govern your use of our Site, our Products and/or Services, and form a binding contractual agreement between us, and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at hello@menopauseunderstood.com.au before using our Site or buying or engaging our Products and/or Services.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into these Terms.

1 ACCEPTANCE OF TERMS

- 1.1 By browsing, accessing or using our Site, or purchasing or using the Products and/or Services offered, whether or not you have purchased or engaged our Products and/or Services, either directly or indirectly, and irrespective of your capacity as an individual, an employee of a business or a business, you acknowledge that you have read and understood these Terms and agree to be bound by them, and all our other terms and conditions and policies.

2 VARIATIONS TO TERMS

- 2.1 We reserve the right, in our sole discretion, to vary, change or amend any part of these Terms.
- 2.2 In that event, we will provide notice of the variation by publishing the updated Terms on our Site.
- 2.3 The updated Terms will be taken to have effect on the date of publication.
- 2.4 Your continued use of our Site or purchase and use of our Products and/or Services constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by the updated Terms.
- 2.5 Should you object or disagree to the Terms, your only remedy is to contact us at hello@menopauseunderstood.com.au and immediately discontinue your use of our Site and the Products and/or Services.

3 REGISTERING YOUR DETAILS

- 3.1 Before you purchase our Products and/or Services, we will ask you to register an account with us through our engaged third-party course delivery platform Payhip (**Payhip**). You will be prompted on how to create an account once you click the 'Enrol Now' button on our Site.

- 3.2 You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
- 3.3 We may at any time request a form of identification to verify your identity.
- 3.4 If you are a registered user or member of our Site, you acknowledge and agree that:
 - (a) you are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);
 - (b) you will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
 - (c) you will immediately notify us if your Password is lost or becomes known to any other person;
 - (d) you are solely responsible for all access to and use of our Site via your Password, whether such access or use is by you or any other person; and
 - (e) any information you provide to us for posting or inclusion in our community, at any time, becomes our property.
- 3.5 To the extent that you provide personal information, we will treat such information strictly in accordance with our Privacy Policy.
- 3.6 You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if you become aware of any unauthorised use of your registered details.
- 3.7 You will not let any other person use your Password to access our Site or our Products and/or Services.

4 GENERAL DISCLAIMER

- 4.1 We may offer a number of Products and/or Services on our Site from time to time.
- 4.2 You acknowledge and agree that each Product and/or Service offering may have different terms, prices and fees, as displayed on our Site or as contained in any contract entered into between you and us for those Products and/or Services.
- 4.3 The information and Products and/or Services made available on our Site are intended for general education and information purposes only. Nothing on our Site or within our Products and/or Services purports to offer medical, health, or other professional advice specific to your circumstances or needs. You agree to use caution and always seek tailored professional advice before acting on any information that we provide.
- 4.4 We provide the information on our Site and in our Products and/or Services on an "as-is" basis and whilst every effort is taken to ensure the content provided on our Site and in our Products and/or Services is accurate, we make no representations and give no guarantees or warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the content or our Site and our Products and/or Services for any purpose. It is your

responsibility to independently verify the information made available on our Site and in our Products and/or Services.

- 4.5 We make no warranty, representation, or guarantee regarding the suitability of our Products and/or Services for any particular purpose, except as in accordance with those obligations prescribed under statute and/or the common law. It is your responsibility to independently determine suitability of any Products and/or Services and to test and verify the same.
- 4.6 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make which may result in undesired consequences, including where those consequences flow from your use or engagement of our Site or our Products and/or Services.
- 4.7 None of the information provided on our Site or the Products and/or Services we offer are a promise or guarantee of an improvement in your physical or mental health. You acknowledge and agree that the information and Products and/or Services provided may not be tailored specifically for your needs or circumstances.
- 4.8 The implementation of any actions or practices we recommend may have unexpected or unintended consequences, which may vary from person to person, and you acknowledge that you perform any such actions or practices at your own risk. You should always consult with your medical practitioner before implementing any recommendations we provide.
- 4.9 In the event that you provide personal health information to us during a consultation or the provision of our Products and/or Services, the consultation or provision:
 - (a) will not constitute a doctor-patient relationship between you and us;
 - (b) shall not involve or constitute the practice of medicine; and
 - (c) shall not be a replacement or substitute for medical advice which should be obtained from your medical practitioner.
- 4.10 We are not medical practitioners and do not have expertise in diagnosing, examining, or treating medical conditions of any kind, including but not limited to perimenopause, menopause and postmenopause, or in determining the effect of any specific action or practice on a medical condition.
- 4.11 Any template, document, information, guideline, forecast or recommendation made by us on our Site or in the provision of our Products and/or Services are made on the basis of information that was available to us at the time.
- 4.12 Our Site includes information from third parties, and we therefore do not warrant the quality or accuracy of that information.
- 4.13 This disclaimer does not exclude rights that may not be excluded by law, including but not limited to, those rights under the *Australian Consumer Law*.

5 YOUR OBLIGATIONS

- 5.1 During the delivery of our Products and/or Services, you agree to:
 - (a) respond promptly to our communications in relation to the Products and/or Services;

- (b) provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by us to provide or perform the Products and/or Services; and
 - (c) act in good faith.
- 5.2 During or in connection with your use of our Site and Products and/or Services, you must not:
 - (a) provide or upload false or misleading information, create a false identity or use or attempt to use another person's account;
 - (b) hack into any part of our Site through password mining, phishing, or any other means;
 - (c) knowingly introduce viruses, Trojans, worms, logic bombs, spyware, malware or other similar material;
 - (d) circumvent our Site's structure, presentation or navigational function so as to obtain information that we have chosen not to make publicly available through our Site;
 - (e) act in a manner that negatively affects other users, including through a denial-of-service attack or a distributed denial-of-service attack;
 - (f) transmit any unsolicited advertising, promotional materials or other materials that contain any solicitation with respect to products or services that are not deemed items, unless expressly authorised by us; or
 - (g) attempt to modify, reverse engineer, or reverse-assemble any part of our Site.
- 5.3 Without limiting clause 5.2 above, you must comply with all applicable laws, regulations, codes or standards when using our Site.

6 THIRD-PARTY SERVICE PROVIDERS

- 6.1 An upfront payment will be required before you are able to access or use our Products and/or Services. Where an upfront payment is to be the first of multiple instalments comprising the total purchase price of a Product and/or Service, rather than a one-off payment, this will be displayed on our Site. This payment allows access to the purchased Product and/or Service until the access expiration date, if any, indicated at the time of purchase.
- 6.2 Payments made on our Site, will be made through our engaged third-party course delivery platform Payhip, which are then processed by Stripe, an independent third-party payment provider (**Stripe**). We do not process, store, or control your payment card details.
- 6.3 Any email subscriptions, newsletters, waitlists and PDF resources sent by email will be managed by a customer engagement platform, Brevo (**Brevo**) which will collect your name and email address.
- 6.4 By purchasing a Product and/or Service, you acknowledge and agree that payment processing and course delivery services are provided by Stripe, Payhip, and Brevo (collectively, **Third-Party Providers**) and are subject to each Third-Party Provider's own terms, conditions, and privacy practices. You are responsible for reviewing and

understanding the Third-Party Providers' terms of service and privacy policies, including any rights, obligations, and protections that may apply to you in connection with payment transactions.

- 6.5 To the fullest extent permitted by law, we are not responsible or liable for any acts, omissions, errors, interruptions, delays, security incidents, payment failures, chargebacks, disputes, data handling practices, or other matters arising from or related to the services of a Third-Party Provider. Any issues relating to payment processing or course delivery may need to be addressed directly with a Third-Party Provider in accordance with its applicable terms and policies.
- 6.6 Your use of the Third-Party Providers' payment or course delivery services constitutes your acceptance of any applicable Third-Party Provider terms and policies, as amended from time to time.
- 6.7 You acknowledge and agree that these Terms are between us and you only, and not any Third-Party Provider. We are solely responsible for the Site, the content contained in the Site and the Products and/or Services.

7 DISCOUNTS, PROMOTIONS AND OFFERS

- 7.1 From time to time, we may offer the opportunity to purchase our Products and/or Services at a discounted or promotional price, subject to these Terms.
- 7.2 Any discounts, promotions and offers will be confined to the time period and additional terms of sale in accordance with the details of that respective discount, promotion and/or offer as published online from time to time.

8 RIGHT TO SUSPEND OR TERMINATE

- 8.1 We reserve the right to suspend or terminate your use of our Site or our Products and/or Services if you breach these terms, as determined by us in our sole discretion.
- 8.2 You can terminate the use of our Products and/or Services by deleting your Payhip account, under Settings/Account on your Payhip Dashboard.
- 8.3 You may terminate your use of our Site at any time by exiting or closing the Site.

9 REFUNDS

- 9.1 Refunds are not provided for our Products and/or Services, except as required by, or where we are in breach of, the *Australian Consumer Law*.
- 9.2 Any refund requests must be provided to hello@menopauseunderstood.com.au and will be assessed on a case-by-case basis, conditional on any processing fees by Third Party Providers and in accordance with the costs associated with each Product and/or Service delivered by us.

10 LIABILITY IS LIMITED

- 10.1 Our Site and our Products and/or Services are provided on an "as is" and "as available" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. Subject to the other terms of this

clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Products and/or Services that are not expressly set out in these Terms, to the maximum extent permitted by law.

- 10.2 Without limiting the generality of clause 10.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our Site or our Products and/or Services.
- 10.3 Nothing within these Terms excludes, restricts or modifies any rights, remedies or guarantees that may not be excluded, restricted or modified by law, including but not limited to those under the *Australian Consumer Law*. The disclaimers, limitations of liability and indemnities within these Terms apply only to the maximum extent permitted by law.
- 10.4 Subject to the other terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.
- 10.5 This clause applies to the fullest extent permitted by law and shall survive termination of these Terms.

11 YOUR INDEMNITY

- 11.1 You agree to indemnify us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against all actions, suits, claims, demands, direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:
- (a) your use of our Site;
 - (b) your use of our Products and/or Services;
 - (c) any breach of these Terms by you;
 - (d) the circulation, distribution or publication of any information provided by you being contrary to law;
 - (e) any reliance by you or a third party on our Products and/or Services or any advice or information provided in connection with the provision of our Products and/or Services and/or these Terms; and
 - (f) the enforcement of these Terms.
- 11.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by law.
- 11.3 We are not responsible, and expressly limit our liability to the extent permitted by law, which is without limitation to your rights under the *Australian Consumer Law*, for damages of any kind arising out of use, reference to, or reliance on any information obtained from our Site or by engaging our Products and/or Services.

11.4 This clause survives the termination of these Terms.

12 LINKED WEBSITES, AFFILIATES OR SPONSORS

- 12.1 Any links to other websites on our Site which are not operated by us are not controlled by us and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.
- 12.2 As affiliates of certain services, we may also receive compensation for recommending, endorsing or promoting services as featured on our Site or in the course of delivering our Products and/or Services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of our own recommendation, endorsement or promotion of those services which are not our own.
- 12.3 We make no representation or warranty as to the recommendations, endorsements or promotions we make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit we receive from our affiliated, endorsed or sponsored services is for the purposes of that affiliation, endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by us which are not our own and caution you to make your own independent inquiry prior to any such use or purchase.

13 CONFIDENTIALITY

- 13.1 Each party (**Recipient**) must keep secret and confidential and not disclose any Confidential Information (which is or has been disclosed to the recipient by the other party, its representatives or advisers), or these Terms, except:
- (a) where the information is in the public domain as at the date of these Terms (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
 - (b) if the Recipient is required to disclose the information by applicable law or the rules of any other document with statutory content requirements, provided that the Recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
 - (c) where the disclosure is expressly permitted under these Terms or is required to give effect to these Terms;
 - (d) if disclosure is made to its personnel to the extent necessary to enable the Recipient to properly perform its obligations under these Terms or to conduct their business generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
 - (e) where the disclosure is required for use in legal proceedings regarding these Terms; or

- (f) if the party to whom the information relates has consented in writing before the disclosure.

13.2 Each Recipient must ensure that its personnel comply in all respects with the Recipient's obligations under this clause.

13.3 Definitions

Confidential Information of a party means all information (in any form):

- (i) relating to or arising from the Products and/or Services; and
- (ii) that concerns that party's business operations and which any reasonable person would consider to be of a confidential nature (such as trade secrets, methods, strategies, client lists, pricing, and other business processes),

but does not include information that:

- (iii) is or becomes independently developed or known by a party through no breach of these Terms by that party; or
- (iv) becomes publicly available, without breach of these Terms;

13.4 This clause survives termination or expiry of these Terms.

14 INTELLECTUAL PROPERTY AND MORAL RIGHTS

14.1 Intellectual Property Rights in Contract Materials and Existing Materials

You acknowledge and agree that:

- (a) we will own all rights in and to the Contract Materials, as defined below, including any Intellectual Property Rights which subsist in the Contract Materials, or which may be obtained from the Contract Materials created from the date you engage our Products and/or Services;
- (b) to the extent necessary to give effect to this clause, you will assign all of the Intellectual Property Rights in all Contract Materials to us; and
- (c) we retain ownership over the Existing Materials, as defined below, and you acknowledge that you do not acquire any ownership rights by using the Existing Materials.

14.2 Moral Rights

- (a) To the extent permitted by applicable law, we unconditionally and irrevocably:
 - (i) do not consent to the following acts or omissions in respect of all Contract Materials created by us in the course of providing the Products and/or Services:
 - (A) any use of the Contract Materials that does not identify us as the author;
 - (B) falsely attributing the authorship of the Contract Materials or any content of the Contract Materials to you;

- (C) materially altering the style, format, colours, content or layout of the Contract Materials and dealing in any way with the altered Contract Materials;
- (D) reproducing, communicating, adapting, publishing or exhibiting the Contract Materials; or
- (E) adding any additional content or information to the Contract Materials; and

(ii) do not waive all of our Moral Rights in the Contract Materials.

14.3 Definitions

Contract Materials means materials, including but not limited to, works, drawings, ideas, concepts, designs, websites, inventions, developments, improvements, systems, accounts created for you or other materials or information created, made or discovered by us:

- (a) in the course of providing our Products and/or Services; and/or
- (b) as a result of using your resources (including the Confidential Information and Intellectual Property Rights).

Contract Materials do not include our work methodologies, reports, sources, third party websites and the links contained therein, licensed software, programs, accounts belonging to us or created for other clients, stock photography licences, licences to third party service providers, which we may provide to you from time to time in relation to our Products and/or Services.

Existing Materials means materials, including, but not limited to, our works, drawings, work methodology, reports, ideas, concepts, designs, inventions, developments, improvements, stock photography licences, licences to third party service providers, licensed software, accounts belonging to us or created for other clients, systems, other materials, information, sources, programs, accounts created, made or discovered by us prior to providing our Products and/or Services to you or outside the scope of our Products and/or Services that we use or supply in the course of the provision of our Products and/or Services.

Intellectual Property Rights means all present and future rights conferred by law in or in relation to copyright, trade marks, designs, circuit layouts, plant varieties, business and domain names, inventions and confidential information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, such as Moral Rights.

Moral Rights means:

- (a) rights of integrity of authorship or performership;
- (b) rights of attribution of authorship or performership;

- (c) rights not to have authorship or performership falsely attributed;
- (d) conferred by the *Copyright Act 1968* (Cth); and
- (e) rights of a similar nature that exist, or may come to exist, anywhere in the world.

14.4 This clause survives termination or expiry of these Terms.

15 COPYRIGHT AND TRADE MARK NOTICES

- 15.1 All material on our Site or otherwise delivered by us via our Products and/or Services, including (but not limited to) templates, information, text, documents, graphics, information architecture and coding (**our Content**), is subject to copyright. While you may browse or print our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you would like to use, copy or reproduce it. Modification of our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.
- 15.2 You acknowledge that you do not acquire any ownership rights by using our Site or our Content.
- 15.3 The trade marks, logos, and service marks displayed on our Site to denote our brand are either registered or unregistered trade marks of us (**our Marks**). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.
- 15.4 Nothing contained on our Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our Marks without our express written permission.
- 15.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of our intellectual property rights.
- 15.6 This clause survives termination of these Terms.

16 NO DISPARAGEMENT

- 16.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of or is in any respect a disparaging remark or representation about us and/or any of our Products and/or Services nor any statement that is false and does or has the tendency to damage our reputation by any method including but not limited to any social media platform or review website anywhere in the world.
- 16.2 Should you breach this clause, you hereby indemnify us in accordance with clause 11 above.
- 16.3 This clause survives the termination of these Terms.

17 SEVERABILITY

- 17.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

18 NO ASSIGNMENT

- 18.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.
- 18.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

19 BINDING ON SUCCESSORS

- 19.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

20 DISPUTE RESOLUTION

- 20.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.
- 20.2 Any party claiming that a dispute exists must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.
- 20.3 In the case of claims against us, all notices are to be provided to hello@menopauseunderstood.com.au.
- 20.4 If the dispute is not resolved by agreement within 10 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 10 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
- 20.5 Once a mediator is appointed, the parties agree that:
- (a) the costs of the mediator shall be borne equally between the disputing parties;
 - (b) the chosen mediator shall determine the procedures for mediation; and
 - (c) the chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
- 20.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
- 20.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

20.8 Despite the existence of a dispute, the parties must continue to comply with their obligations under the contract.

20.9 This clause survives termination of these Terms.

21 APPLICABLE LAW

21.1 These Terms shall be construed in accordance with and governed by the laws of Queensland, Australia. You consent to the exclusive jurisdiction of the courts in Queensland to determine any matter or dispute which arises between us.

22 YOUR FEEDBACK

22.1 We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential. Please see our Privacy Policy for further details.

22.2 If you have questions or comments regarding our Site or our Products and/or Services, please email us at hello@menopauseunderstood.com.au

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