# ISN Clinic Website Usage Terms and Conditions (Terms)

This website <a href="http://www.isnclinic.com.au">http://www.isnclinic.com.au</a> is owned and operated by ISN Clinic Pty Ltd (ABN 16 607 683 321) (**Website**). Access to and use of the Website and the services available through the Website are subject to the following Terms which together with our Privacy Policy govern the relationship with you in respect of using the Website. The Privacy Policy can be viewed at isnclinic.com.au.

In these Terms, "ISN Clinic", "we", "our" and "us" means ISN Clinic Pty Ltd (ABN 16 607 683 321) of Office 1, Lower Ground, 115 Cotham Rd, Kew, Victoria 3101, and "you" means you, the user or Website visitor.

# 1. Your acceptance

- (a) These are the terms on which ISN Clinic permits users to access and use the Website including using the services and functionality made available through the Website, viewing Content provided by ISN Clinic, communicating with ISN Clinic and reviewing information about ISN Clinic's services.
- (b) You agree to be bound by these Terms by:
  - (i) accessing, browsing or using any part of the Website;
  - (ii) registering as a user with the Website;
  - (iii) using the services and functionality made available through the Website; or
  - (iv) by using our ISN Human Performance Clinic.
- (c) You acknowledge that ISN Clinic may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of the Website and the ISN Human Performance Clinic will be governed by the most recent Terms posted on the Website. By continuing to use the Website or the ISN Human Performance Clinic, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.
- (d) The Website is subject to change at any time without notice and may contain errors.

# 2. Registration and passwords

- (a) You may browse or access the Website to review available information.
- You acknowledge that you may be required to register your details and log-in with a unique user name and password (Password). We will use your registration information to contact you and provide you with information. You agree that you will not disclose, or permit disclosure of, the Password to any other person. You will be fully responsible for all acts and omissions of any person who enters the Website using the Password, as if they were your own acts and omissions. We will not in any event be liable for any loss, damage, claims, costs or expenses arising out of the use or misuse of the Password, and you will indemnify us against all loss, damage, claims, costs or demands in this regard.
- (c) You warrant that all information and data provided by you in the registration is accurate, complete and up to date. You will promptly inform us if there is any change to this information or data.
- (d) You may elect to change the Password at any time using the facility provided on the Website. You must immediately notify us of any Password which is lost, inoperable or used in an unauthorised manner.

### 3. Content and availability

(a) ISN Clinic reserves the right to change the services and functionality made available through the Website from time to time as required. We reserve the right to change information or to refuse to provide services and functionality made available through the Website immediately without notice to you in the event of any errors or for any other reason.

Whilst every effort is made to ensure the information provided on the Website is current, we have no responsibility or liability for any errors contained in the information.

- (b) ISN Clinic has the right, but not the obligation, to monitor any information, course content, comment, content, communication, advice, text, or other material (**Content**) made available or posted on the Website. ISN Clinic reserves the right, in its absolute discretion, to block, modify or remove any Content contained on the Website without notice, and will not be liable in any way for possible consequences of such actions.
- (c) The Content on the Website is for information purposes only. ISN Clinic does not warrant or make any representations as to any third party services described or referred to on the Website. Any use of ISN Clinic materials or information by another person or organisation is at the user's own risk.
- (d) The Content on this Website is obtained and developed from a variety of sources including collaborations with third parties and information provided by third parties under licence. Inclusion of Content on this Website is not an endorsement of any organisation, product or service.
- (e) You agree that you are solely responsible for reviewing any courses promoted on the Website to confirm the course's suitability to your needs, including the content of the course and any qualifications attained for completing the course.
- (f) You agree you are solely responsible for any content that you communicate or otherwise provide over the Website. You warrant and represent that any content that you communicate or otherwise provide will not violate these Terms or the Privacy Policy.
- (g) If you have a complaint regarding any Content, ISN Clinic's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

#### 4. Links

- (a) The Website may contain links to other websites. ISN Clinic provides those links as a ready reference for searching the internet and not as an endorsement of those web sites, their operators or the goods, services or content that they describe.
- (b) Other web sites which are linked to the Website are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these linked sites, you do so at your own risk. ISN Clinic is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the goods, services or content that they describe. ISN Clinic is not responsible for and will not be liable in respect of any incorrect link to an external web site.
- (c) You are not permitted to frame or link the Website without ISN Clinic's express written permission.

### 5. Access and communication

- (a) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), ISN Clinic does not warrant that you will have continuous access to the Website. ISN Clinic will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
- (b) ISN Clinic does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and ISN Clinic does not guarantee the security or confidentiality of these communications or the security of the Website.

- (c) ISN Clinic does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.
- (d) Details contained on the Website relating to information and services have been prepared in accordance with Australian law and may not satisfy the laws of another country. ISN Clinic does not warrant that the information or services available on this Website, or the Website and its Content, comply with the laws of any other country. It is your responsibility to determine whether the information or services comply with the laws of your jurisdiction.
- (e) If you access and use this Website or its content from outside Australia, you do so at your own risk.

# 6. Privacy

Any personal information submitted by you to ISN Clinic is subject to and will be handled in accordance with ISN Clinic's privacy policy (**Privacy Policy**). The Privacy Policy forms part of these Terms and is available at http://www.isn.edu.au. You agree that, by using the Website or communicating with ISN Clinic, you have read the Privacy Policy, understood its contents and consented to its requirements.

# 7. ISN Human Performance Clinic terms

# **DEFINITIONS**

This Clause 7 includes the following important terms referenced in this Clause 7:

Absent Fee means 50% of the service fee.

**Agreement** or **Terms** means these terms and conditions.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise.

Classes or Class means any group classes offered by us.

Class Pass means any class packages fond on our Website.

**Consequential Loss** means special, incidental, indirect or consequential damages, loss of revenue, anticipated savings, profits, goodwill, reputation, interest or business, but specifically excludes legal and other professional costs of the parties.

**Force Majeure Event** means anything outside the reasonable control of a party to this Agreement including without limitation an act of god, civil riots, war, strike, power outage or the acts of a computer hacker.

**GST** has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth).* 

**Informed Consent** means the informed consent you must sign (in writing or electronically) before undertaking your first individual session or group session or at another time as otherwise requested by us.

"in writing" and "by email" in regards to contacting us refers to by email to the email address: reception@isnclinic.net

Late Cancel Fee means 50% of the service fee.

**Loss** means any loss, cost, expense (including legal costs on a full indemnity basis) or damage, whether direct or indirect, present or future, fixed or ascertained, actual or contingent and whether arising under contract, in tort, at common law, in equity, under statute, under an indemnity or otherwise.

**Membership** means any membership made available by us from time to time.

**Representative** means any person acting for or on behalf of us and includes any director, officer, employee, agent, contractor or sub-contractor of ours.

**Services** refer to the provision of fitness related services at the Studio, including but not limited to Exercise Physiology or personal training sessions or any other Classes that may be added from time to time.

**Studio** means the physical location of the ISN Human Performance Clinic located at Lower Ground, 115 Cotham Road Kew Vic 3101, or any outdoor space or other premises from which a Class or individual session is conducted.

**Waiver** means the waiver of liability form which you must sign (in writing or electronically) before using our Studio for the first time or at another time as otherwise requested by us.

Website means http://www.isnclinic.com.au and all content and branding contained within.

**You** or **Your** means anyone using the physical premises, website, email, or interaction with us and our Representatives.

#### **GENERAL TERMS**

You are deemed to have accepted the Terms by continuing to use this Website and/or Studio facilities and Services. If at any time you disagree with these Terms and Conditions please immediately cease use of our Studio, Services and Website and feel free to contact us in writing by email to discuss.

All agreement fees include goods and services tax (**GST**). Your fees will change in line with any government GST rate changes.

Personal effects storage in the Studio will be cleared at the end of each day and while every effort will be made to return identifiable items, we accept no loss or damage liability. Any unclaimed items will be disposed of at our discretion after 4 weeks.

Classes timetables are subject to change. While we use our best efforts to operate Classes as per the timetable published on our website, in some instances changes are required due to unforeseen circumstances. No guarantee is made that Classes will run 100% as per the advertised timetables. Any changes to the advertised timetables will be communicated to those affected prior to the commencement of the class/event.

### **HEALTH**

It is understood by using our Services that you agree the responsibility for your health and wellbeing belongs entirely to you. All physical activity and exercise carries a degree of personal risk, which you accept. Our instructors are providing guidance only, and you agree that the ultimate responsibility for your wellbeing during exercise belongs to you.

You agree to follow instruction provided by our instructors when participating in a class or individual session in the Studio. You can and should discontinue exercise at any time you feel uncomfortable or concerned. You agree to inform us and your instructors of any pre-existing conditions, injuries, medical risks that may affect your ability to perform exercises. This should be advised before the start of any Class or individual session.

All Class participants or personal training clients are required to sign a liability waiver upon booking and before participating in your first Class or session. You may choose not to sign this waiver in which case you also choose not to use any of our Services.

You agree to seek advice from a medical professional about the suitability of our Services for your circumstances before commencing to use our Services.

# **MEMBERSHIP**

With Memberships you are not limited in the number of Classes you can attend. You are not permitted to transfer your Membership to another person.

Membership payments are paid weekly, monthly or yearly from the first purchase date depending on the membership type.

We reserve the right to terminate your Membership where you fail to respond to correspondence from us regarding any failed or unpaid payment(s).

It is your responsibility to ensure that your Membership details are accurate and up to date, including all contact details and any nominated bank or credit card details for payments.

Freeze periods: Sometimes you're just not going to be able to come for a while. You can apply to

suspend your Membership temporarily for a minimum period of 2 weeks, up to a maximum of 4 weeks, each year. The notice period is no less than 7 days prior to the start date of your Membership hold, and the we should be advised in writing by email.

**Cancellation of Membership:** To cancel your Membership, after the minimum term, contact us in writing by email at least 7 days prior to your next Membership payment. In the case of permanent sickness or injury resulting in an inability to attend the Classes or individual sessions at the Studio we will cancel your Membership from the date of receipt by the Studio of a medical certificate from a qualified medical practitioner.

**Cooling-off Period:** The Membership package includes a cooling-off period of 48hrs which commences on the day of taking the membership and ends 48hrs after taking the membership. To action this you will need to contact us in writing by email during the 48hr period.

#### **CLASS PASSES**

All class passes are pre-paid, valid for a maximum term as stated on our Website, are subject to expiry after the maximum term (the **Validity Period**), and the Validity Period is not extendable. Except as otherwise provided for under the Australian Consumer Law, you will not be entitled to a partial or full refund of your Class Pass, where you did not use all classes in your Class Pass within the Validity Period. You are not permitted to suspend your Class Pass.

#### **REFUNDS AND TRANSFERS**

We do not offer refunds, or permit transfers to another person, for any unused or expired Class Pass or Membership.

In the case of permanent sickness or injury we will refund any unused classes from the date of receipt by us of a medical certificate from a qualified medical practitioner.

## **CLASS BOOKING CANCELLATIONS**

Class sizes are limited so this cancellation policy is in place not to penalise, but to free up class spots for other clients and to respect instructors time and availability. In this regard you acknowledge and agree that:

- All Classes must be pre-booked to avoid missing out on a class as all Classes have a certain capacity.
- Our booking schedule opens up a minimum of 30 days in advance.
- Cancellations can be made up to 24 hours prior to the start of your Class (Cancellation Period).
- If you pre-book a Class and cancel after the Cancellation Period, you will not be entitled to a refund and may be charged a Late Cancel Fee (if you booked using a Membership) or you will forfeit the Class (if you booked using a Class Pass).
- If you pre-book a Class and fail to cancel and do not check in at our Studio before the
  commencement of that booked Class, you will not be entitled to a refund and may be
  charged an Absent Fee (if you booked using a Membership) or you will forfeit the Class (if
  you booked using a Class Pass).
- You must be checked in and inside our Studio prior to each Class's scheduled start time.

## **INDIVIDUAL SESSIONS**

Individual sessions are required to be prepaid.

You acknowledge and agree that:

- All individual sessions must be pre-booked.
- Cancellations can be made up to 12 hours prior to the start of your individual session (Cancellation Period). Any cancellations made within the Cancellation Period should be rescheduled to another time.
- If you pre-book an individual session and cancel after the Cancellation Period, you will not be entitled to a refund and will forfeit the individual session.
- If you pre-book an individual session and fail to cancel and do not check in within 15

- minutes of the scheduled commencement of that booked session, you will not be entitled to a refund and you will forfeit the individual session.
- In unforeseen circumstances where we need to reschedule a session, we will provide you with as much notice as reasonably possible, at which point the session will be rescheduled.
- You must undertake an Initial Consultation and sign an Informed Consent before commencing your individual sessions.
- You will discuss all your health history with us, in confidentiality, before commencing your individual sessions, and you will notify us of any changes regarding your health status.
- You must communicate to us any discomforts, pain or concerns experienced during or after your session.
- Any such exercise programs have risks, including heart stress and the chance of
  musculoskeletal injuries. In agreeing to an exercise programme and undertaking the
  individual sessions, you agree to assume responsibility for these risks and waive any
  possibility to the maximum extent for personal damage.
- You have no limiting health conditions that would preclude participation in an exercise programme, and you will immediately inform us if such health condition arises during your participation in an individual session.
- You accept full responsibility for your own health and wellbeing and acknowledge and understand that no responsibility is assumed by us.

#### **WORKSHOPS AND EVENTS**

We may host workshops or events in the Studio. Cancellation and no show fees may apply for these workshops and events. See specific events for details. We reserve the right to cancel any workshop or event without notice, in which case you would be entitled to a refund of prepaid fees.

#### STUDIO RULES AND ETTIQUETTE

### You must:

- Comply with our Studio rules and health and safety requirements, as amended from time to time;
- Comply with any relevant laws;
- Respect all users of our Studio (including our Representatives);
- Not act in a way that is inappropriate, offensive, illegal or otherwise in breach of this Agreement (as determined by us), either towards other persons using our Studio or otherwise in connection with the use of our Studio;
- Not use or otherwise attend the Studio or surrounding facilities when you are intoxicated;
- Use our equipment and facilities with respect and care and ask for help if you are not sure
  of how to use something;
- Ensure you are wearing suitable attire for your classes and individual sessions;
- Enter and leave our Studio without making unreasonable levels of noise or disruption;
- Not attempt to enter our Studio if you are not checked in;
- Not leave before the end of a Class, as this may disrupt other persons attending the Class;
- Cease participating in any Class, other Class or event, in the event of injury, discomfort or illness;
- Not allow third parties, who are not members, session package users or guests, to access our Studio:
- Follow our instructors' instructions at all times;
- · Maintain good hygiene standards when using our Studio; and
- Follow all other rules and policies set from time to time by us in relation to your use of our Studio.

You acknowledge and agree the following:

- We may remove or replace any equipment at our Studio;
- We reserve the right reserve the right to change, cancel or delete Classes and other activities from our schedule at our discretion without notice and without compensation;
- We reserve the right in our absolute discretion to refuse you entry to or eject you from our Studio, including if you:
  - fail to provide us with a valid and acceptable form of identification;
  - are under the age of 18 years old; or
  - breach a term of this Agreement.
- We reserve the right to close our Studio, or provide a reduced schedule of Classes and activities during certain periods, including due to Force Majeure Events, during holiday periods, renovations and maintenance and repairs.
- If we in accordance with our rights above:
  - close our Studio, and you have already booked Classes during the closure period, we agree to reschedule those booked Classes;
  - reduce our Class schedule during any period, any Classes you booked during that period which are no longer available, will be credited to your account if you booked those Classes with a Class Pack; and
  - close our Studio for more than 4 consecutive days (excluding Victorian Public Holidays) we will extend the Membership or period during which you are entitled to use your Class Pass or Membership (without penalty or further charge).
- We reserve the right to cancel your Membership, #intro offer, #unlimited weekly PAYG
  pass or any Class Pass if you breach this Agreement. You will not be entitled to a refund,
  in respect of such cancellation.
- We may terminate this agreement at any time, in which case you will be refunded for any unused Classes or personal training sessions (and if a Membership or Weekly PAYG Pass is purchased, on a pro rata basis).

# **MEDICAL AND PHYSICAL CONDITIONS**

- By participating in any activities at the Studio, you warrant that you have no medical or physical conditions that you are aware of that may affect your ability to safely participate in the Classes, individual sessions and other activities at our Studio.
- If you have any current medical or physical conditions, it is your responsibility to ensure that you have permission from your doctor or treating practitioner to safely participate in Classes, personal training and other activities at our Studio.
- It is your responsibility to let us know if you have any medical or physical conditions that
  may affect your ability to safely participate in various Classes, personal training and other
  activities at our Studio. If your medical or physical condition changes after joining it is your
  responsibility to let us know.
- Our Classes and personal training are not designed or recommended for women during all stages of pregnancy.
- Our Classes and personal training are not appropriate for women immediately after childbirth (minimum 6 weeks) and for your safety you must obtain your doctor's written consent to engage with our Classes or personal training after that time and if you do.
- We reserve the right to refuse your participation in any Class or Service or other event if it
  appears to the Class teacher or other staff member that your medical or physical condition
  would make it unsafe to do so.

### **RISK**

You acknowledge and agree that whilst we take all reasonable steps to ensure that the Services provided by us are safe, there are some significant and inherent risks for you in participating.

As a condition of using our Studio and participating in Classes, individual sessions and other

activities at our Studio, you agree to sign the Waiver and/or Informed Consent prior to participating for the first time or as otherwise requested by us.

#### LIABILITY

Australian Consumer Law

Subject to the terms and conditions of the Waiver, you retain all rights under the Australian Consumer Law when acquiring the Services.

Subject to the terms and conditions of the Waiver, nothing in this Agreement shall limit, restrict or exclude any consumer guarantees under the Australian Consumer Law.

Limitation of liability

To the extent permitted by law, you agree:

- We (and our Representatives) will not be liable and exclude all liability (whether arising under this Agreement, in tort, equity, statute or in any other way) for all Loss sustained by you in relation to your use of our Studio or inability to use our Studio.
- We (and our Representatives) will not be liable and exclude all liability (whether arising
  under this Agreement, in tort, equity, statute or in any other way) for all Loss sustained by
  you, due to any act or omission by our sub-contractors who may assist us to supply the
  Services.
- You hereby release us and Representatives from all Claims (whether arising under this
  Agreement, in tort, equity, statute or in any other way) you may have against us and
  Representatives in connection with this Agreement or otherwise entering and using our
  Studio.
- If we are found to be liable to you under this Agreement or otherwise, to the extent permitted by law, then our maximum aggregate liability will not exceed the total fees paid to us in relation to your use of our Studio.

### Indemnity

- You indemnify us and our Representatives against all Claims and Losses (excluding any Consequential Loss) incurred by us or our Representatives arising out of or in connection with:
  - any death of, or injury to, any person and any loss to the property of any person, caused by a negligent or unlawful act or omission of you in relation to your use of our Studio; or
  - any breach of this Agreement by you.

# **CHANGES TO AGREEMENT**

- We may change the terms of this Agreement from time to time and will provide you with 2
  weeks' prior written notice by email of any changes. We will also upload changes to the
  Website. Your continued use of the Studio after we notify you of any changes, means that
  you accept those changes.
- If you do not agree with any changes made, you have the following rights:
  - If you have a Membership, you may terminate the Membership with 7 days' notice.
  - If you are on a Class Pack, you may request prior to the effective date of the changes, a pro-rata refund on the unused portion of the Classes.
  - If you have a booked a special event or workshop, you may request prior to the
    effective date of the changes, a refund and we agree to pay that refund.

# 8. Intellectual property

(a) All intellectual property rights, including copyright and patents, in the Website, ISN Clinic's information and services, and all components of them are owned or licensed by ISN Clinic or any of its related entities. Except as permitted under the Copyright Act 1968 or other applicable laws, you must not copy, modify or transmit any part of the Website or the Content by any process or otherwise exploit the information on the Website for any commercial purpose without our specific written consent.

(b) The Website contains trademarks, logos, service names and trade names of ISN Clinic or third parties which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos, service names or trade names appearing on the Website.

#### 9. Website licence and use

ISN Clinic grants you a non-exclusive and non-transferable licence to use the Website for your own personal use subject to the restrictions specified in clause 9. You may not download (other than page caching) or modify the Website or any portion of the Website. Any Content that you post on the Website or otherwise provide or communicate to ISN Clinic will be treated as non-confidential and non-proprietary information.

#### 10. Prohibited uses

- (a) In using the Website you must not:
  - (i) engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, collecting and using any of the information for the benefit of merchants, data mining, using robots or other data collection methods:
  - (ii) impersonate or falsely claim to represent a person or organisation;
  - (iii) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
  - (iv) post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or

- (v) post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.
- (b) Unauthorised use of the Website may give rise to a claim for damages and/or may result in legal proceedings being taken against you.
- (c) ISN Clinic provides no warranties and cannot guarantee that any file, program, access or use of the Website is free from viruses, malware or other harmful technology or material which could damage or infect your data, hardware, software or other equipment. By accessing and using the Website you assume all risk in this regard and you release ISN Clinic from all applicable liability and responsibility.

# 11. Termination of your access to the Website

ISN Clinic may at any time immediately terminate your access (including restricting access) to the Website or any feature of the Website for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

# 12. Disclaimer of warranties and limitation of liability

- (a) To the full extent permitted by law, ISN Clinic excludes all warranties, whether express or implied, including any warranties or representations concerning availability of the Website, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Website, the Content, the conduct of any users, all links to or from the Website and the services advertised or accessible on the Website.
- (b) Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), ISN Clinic excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Website, the Content, all links to or from the Website or with the services advertised, accessible or sold on the Website.
- (c) Notwithstanding anything in this clause 11, in the event that ISN Clinic is liable for a breach of these Terms, the maximum extent of ISN Clinic's liability is limited at its sole and absolute discretion to either supplying the services again or the payment of the cost of having the services supplied again.

### 13. Indemnity

You agree to fully indemnify ISN Clinic, its directors, officers, directors, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your access or use of the Website; or
- (c) your communications with ISN Clinic.

## 14. Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia.

## 15. No Waiver

If you breach these Terms and we take no action, we will continue to be entitled to exercise our rights and remedies in respect of such breach or any other breach of these Terms unless we waive our rights in writing.

### 16. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

# 17. Entire Agreement

These Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and ISN Clinic. Any waiver of any provision of these Terms will be effective only if in writing and signed by a Director of ISN Clinic.

# 18. Contacting us

If you have questions about the Website, these Terms or our Privacy Policy, please contact us at reception@isnclinic.net

Last updated: 2 February 2023