

Please take the time to read these terms and conditions.

## **1. Agreement**

1.1. By browsing the Website, or placing an Order, you unconditionally and irrevocably agree to these Terms and Conditions as set out below.

1.2. These Terms and Conditions apply to you, the Website user and your usage of the DragonPhysique.com Website and associated social media platform, software, networks and processes, including the purchase of goods or services through the Website.

1.3. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

1.4. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

1.5. You must not transmit any worms or viruses or any code of a destructive nature.

1.6. A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **2. General Conditions**

2.1. We reserve the right to refuse service to anyone for any reason at any time.

2.2. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

2.3. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by DragonPhysique.com.

2.4. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **3. Definitions**

In this agreement:

Agreement means the terms and conditions contained in this document, including any relevant terms of any order placed by you the User through the Website (if applicable).

Customer means the person named on an DragonPhysique.com invoice or sales document.

Goods means the fitness or nutrition program and/or products listed in an Order.

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future, including rights of any kind in:

(a) inventions, discoveries and novel designs, whether or not registered or registrable as patents, innovation patents or designs, including developments or improvements of equipment, technology, processes, methods or techniques;

(b) literary works, dramatic works, musical works, artistic works, cinematograph films, television broadcasts, sound broadcasts, published editions of works and any other subject matter in which copyright (including future copyright and rights in the nature of or analogous to copyright) may, or may upon creation of the subject matter, subsist anywhere in the world;

(c) registered and unregistered trade marks and service marks, including goodwill in the business concerned in the relevant goods and/or services;

(d) trade, business or company names; and

(e) internet domain names, whether created or in existence before or after the Execution Date and includes any thing, whether tangible or intangible, which incorporates, embodies or is based on any of the things referred to in clauses (a) to (f) inclusive of this definition.

Material means any information (including but not limited to data, source codes, and drawings) or images in anyform (whether visible or not) stored on or in use with the Website.

Pre-sale means Products that are sold in anticipation of being in stock on or near to the dispatch date stated in the Product listing on the Website.

Products means any items listed on the Website (for sale or otherwise).

Website means the internet site located at the URL [www.DragonPhysique.com.com](http://www.DragonPhysique.com.com) and operated by DragonPhysique.com.

#### **4. Interpretation**

In this Agreement:

- (a) headings are for convenience only and do not affect interpretation;
- (b) and unless the context indicates a contrary intention:
- (c) person includes an individual, the estate of an individual, a corporation, a government authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a person includes that person's executors, administrators, successors, and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to \$ is to the lawful currency of United States unless otherwise specified;
- (g) a reference to a statute includes its delegated legislation and a reference to a Statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) where the day on or by which any sum is payable or any act, matter or thing is to be done is a day other than a Business Day, that sum must be paid and that act, matter or thing must be done on the immediately succeeding Business Day;
- (k) and includes in any form is not a word of limitation.

## **5. Site Use**

- 5.1. The Website may contain links to other web sites. Such links are provided for convenience only and may not remain current or be maintained. DragonPhysique.com is not responsible for the content or privacy practices associated with linked web sites.
- 5.2. You must ensure that your access to, or use of the Website is not illegal or prohibited by laws which apply to you.
- 5.3. You must take your own precautions to ensure that your process for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference

which may damage your computer system. DragonPhysique.com takes no responsibility for any such damage which may arise in connection with your use of the Website.

## **6. Pricing**

6.1. All prices quoted on the Website are in United States dollars unless otherwise specified

6.2. All service and product prices are available in USD

6.3. All prices displayed on the Website are subject to change without notice. Prices for items in an Order are fixed once your Order has been confirmed. Subsequent price changes either up or down will not be retroactively applied to confirmed Orders.

6.4. You agree to pay any additional duties and taxes that your country or state may wish to impose on your order based on the imputed or actual value of the Goods. You understand and acknowledge that these relevant duties and taxes may not be disclosed on the Order confirmation and are charges imposed by the relevant customs or quarantine government department of your country and not KikiVhyce.com.

6.5. You agree to pay any relevant delivery charges as they are calculated and listed in the Order confirmation at the time of purchase.

## **7. Orders & Purchases**

7.1. You may place an Order by following the instructions on the Website. Your Order will be submitted by completing payment details and clicking the 'confirm' button.

7.2. Orders / Purchases will be deemed to have been received by KikiVhyce.com at the time KikiVhyce.com sends an Order confirmation to your nominated e-mail address.

7.3. DragonPhysique.com will primarily communicate with customers via e-mail. It is the customer's responsibility to ensure the correct contact details are entered and that the nominated e-mail address is regularly checked for correspondence.

7.4. Each Order / Purchase, once confirmed, represents a separate agreement between KikiVhyce.com and you.

7.5. DragonPhysique.com reserves the right to not accept or to cancel Order / Purchase that request commercial quantities of Goods.

7.6. DragonPhysique.com, at its sole discretion, may cancel your Order at any time prior to dispatch of the Goods, including Products that are sold on Pre-sale.

7.7. In the event of a cancelled Order, funds paid in relation to that Order will be refunded in full as soon as is reasonably practicable. You will be provided with e-mail acknowledgement of the cancellation and refund.

7.8. NO refunds or returns are applicable to any individualised coaching programs, fitness programs or nutrition plans from DragonPhysique.com

7.9. DragonPhysique.com accepts no responsibility for Orders that are declined or not accepted due to disruptions with internet connections.

## **8. Payments & Billing Information**

8.1. You agree to provide current, complete and accurate purchase and account information for all purchases made at DragonPhysique.com.

8.2. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

8.3. You may provide your nominated credit card during the purchase process described on the Website.

8.4. Payment on the Website may be made via PayPal or a valid Credit Card.

8.5. Payment for Orders will be processed immediately upon confirmation of your Order.

8.6. DragonPhysique.com or Shopify.com internal suspicious transaction protocols, KikiVhyce.com may contact you to confirm additional details, or rescind the transaction.

## **9. Delivery of Online Products / Services**

9.1. DragonPhysique.com will use its reasonable endeavours to ensure that all Products / Services are delivered in a prompt and timely manner.

9.2. Individualised Training and/or Nutrition Programs can take up to 3 - 5 business days from confirmation of the order to be written up and delivered to the client upon receipt of the initial Consultation Questionnaire.

9.3. Other non-custom Training / Fitness Programs will be delivered no later than 24-48 hours from confirmation and processing of the order

9.4. However, from time to time, it is possible that other factors beyond the control of DragonPhysique.com may result in delays. DragonPhysique.com is not liable for any loss or damage, whether direct, indirect or consequential, suffered by anyone as a result of any such delays.

## **10. Other Websites**

This Website may contain links to other websites which are owned or operated by third parties. These links are provided for convenience only and may not remain current or maintained. We should not be construed as endorsing, approving, recommending or giving preference to these third parties or their websites, or any information, products or services referred to on those third party websites unless expressly stated. You link to these websites at your own risk and should make your own enquiries as to the privacy policies of these third parties. We are not responsible

for information on, or the privacy practices of, such websites. We do not permit any linkages to this website without written permission.

## **11. Disclaimer**

11.1. We make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in this Website or to its availability, functionality or performance, except as otherwise provided under this Agreement or any applicable law.

11.2. We do not, nor do our officers, employees, agents and other representatives accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside our control), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Website. To the maximum extent permitted by law, we disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this Website or the information that it contains.

11.3. The use of the information on this Website is at your own risk. To the extent permitted by law, we exclude all liability of us, our officers, employees, agents and other representatives in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this website or provided through this website through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, we limit our liability to the re-supply of the relevant information or services.

11.4. You agree to indemnify us, our officers, employees, shareholders, agents and other persons involved in the creation of this Website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Website, any information that you provide to us via this Website or any damage that you may cause to this Website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the anti-trust legislation.

11.5. This Website's content is not a substitute for direct, personal, professional medical care and diagnosis. None of the nutrition plans or fitness program's from the Website should be performed or otherwise used without clearance from your physician or health care provider first. The information contained within is not intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or company and should not be relied upon in that regard. DragonPhysique.com is not a medical professional and nothing on this website should be misconstrued to mean otherwise.

11.6. There may be risks associated with participating in activities mentioned on the Website for people in poor health or with pre-existing physical or mental health conditions. Because these risks exist, you will not participate in any programs available at DragonPhysique.com if you are in poor health or have a pre-existing mental or physical condition. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such dietary activities. These risks may also exist for those who are currently in good health right now.

11.7. As with any fitness program you assume certain risks to your health and safety. Any form of fitness program can cause injuries, and DragonPhysique.com is no exception. It is possible that you may become injured doing the exercises in your program, especially if they are done with poor form. Although thorough instruction is included on form for each exercise, realize that DragonPhysique.com (like any other exercise program) does involve a risk of injury. If you choose to participate in these risks, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with such exercise activities. These risks may also exist for those who are currently in good health right now.

11.8. Yukimasa “Dragon” Izumi is not a medical doctor. Her advice whether it be on the Website, in her nutrition plans, fitness programs or via her email coaching is not intended as a substitute for medical advice. You must consult your doctor before beginning ANY nutrition plan or fitness program. You are using the programs on DragonPhysique.com and coaching at your own risk and DragonPhysique.com is not responsible for any injuries or health problems you may experience or even death as a result of using DragonPhysique.com.

11.9. It is to be made clear that DragonPhysique.com is not responsible for any injuries or health problems you may experience or even death as a result of using any products or services from DragonPhysique.com.

11.10. All the transformations and testimonials on the Website are real. These testimonials are not claimed to represent typical results from the Products & Services. Rather, they are examples of what the most motivated and dedicated people can achieve from the Products and Services . Your results may vary and you may not get the same results compared to someone else when using the services on DragonPhysique.com due to differences in your individual exercise history, genetics, and personal motivation/dedication. The end results you get will depend upon the individual and how much effort they put in and how much they utilise the Product / Service purchased.

## **12. Cookies**

We may use cookies to gather data in relation to this Website and you consent to us doing so (although you may be able to disable cookies on your web browser).

## **13. Personal Information**

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

#### **14. Errors, Inaccuracies and Omissions**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **15. Prohibited Uses**

In addition to other prohibitions as set forth in the Terms and Conditions you are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;

(i) to spam, phish, pharm, pretext, spider, crawl, or scrape;

(j) for any obscene or immoral purpose; or

(k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **16. Severability**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **17. Entire Agreement**

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

## **18. Governing Law**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia .

## **19. Changes to Terms & Conditions**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service

following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **20. Contact Information**

Questions about the Terms of Service should be sent to us at [dragonizumi@gmail.com](mailto:dragonizumi@gmail.com)