Terms and Conditions of Use

Business: Redland Reflexology provides the service - Frequency Balancer and My Frequency Balancer. (Referred to as Frequency Balancer)
Websites: frequencybalancer.com, myfrequencybalancer.com

These Terms and Conditions of Use apply to your access to and use of Frequency Balancer (frequencybalancer.com) and MY Frequency Balancer (MYFrequencyBalancer.com) from any location, including Australia, New Zealand, the United Kingdom, Europe, Canada, the United States of America, and other jurisdictions, and include any subscriber dashboard, frequency Boost List, frequency imbalance identification and optimisation scan, practitioner assistance, system access, training, information, content, tools, communications, and related services offered through the website.

LIMITATIONS
We cannot and do not guarantee that a frequency boost will correct your symptoms or issues. Again, we reiterate that your frequency Boost sessions may help improve frequency patterns or imbalances associated with certain symptoms or disorders; however, Boosts are not an alternative or substitute for medical assessment, testing, or treatment.
This is new, medically unproven technology. If you have any concerns about your symptoms or health, we recommend seeing a doctor. To underline this advice, we use frequency balancing boosts alongside medical advice and care as needed.
The system technology uses low level, non-invasive bio-frequencies and electromagnetic signals, but it is not recommended for use with implanted electrical devices like pacemakers or defibrillators or if you are pregnant, due to potential or possible interference.
The services are not intended to be, and must not be treated as, medical care, a medical device, a regulated health product, a clinical treatment, or a substitute for advice, diagnosis, treatment, or care from a qualified and licensed health professional.

Please Note:
Your subscription account is for you and your household family members only and may not be copied, resold or used for commercial purposes.
Practitioners can use the Premium+ for treatments of their clients providing it is used within their clinic.

Subscribers from the USA and all countries, must understand, accept, and agree to be bound by Australian law in relation to our services. (Clause 18. Governing Law and Exclusive Queensland Jurisdiction).

FREQUENCY BALANCING SERVICES

1. Nature of the Technology

You understand that the Frequency Balancer used by My Frequency Balancer and Redland Reflexology is an educational, bio-frequency, and subtle electromagnetic software program. Frequency Support Boosts are provided to help balance frequencies within the body. Frequency identification results may be incorrect so please double-check important information.

2. Non-Medical and Non-Diagnostic Status

You explicitly acknowledge that:

- The technology and service used in this process is strictly non-diagnostic and non-medical.

- These services and scans do not replace medical advice, diagnosis, or treatment from a qualified medical doctor or physician.

- The technology has not been evaluated by the Therapeutic Goods Administration (TGA) in Australia or the FDA as a medical device to treat or mitigate disease.

- No medical claims, prognoses, or health guarantees are being made.

3. Client Responsibility

You agree that any health or lifestyle adjustments you make based on the information provided by this website and frequency balancer technology are entirely voluntary. You will consult your primary healthcare physician for any medical concerns, symptoms, or medication management.

Redland Reflexology, the Frequency Imbalance Identification and Optimisation scan, and the My Frequency Balancer and Frequency Balancer Boosts cannot detect cancer or diagnose diseases or medical conditions. Like any other software system, we cannot guarantee reliability or 100% accuracy. If you have symptoms that concern you, it is important to consult your doctor or healthcare provider.

Special Note:
a) We cannot accept or support subscribers unless you understand, accept, and agree to be bound by Australian law in relation to our services. (Clause 18. Governing Law and Exclusive Queensland Jurisdiction).

b) Your subscription account is for you and your household family members only and may not be copied, resold or used for commercial purposes. Practitioners can use the Premium+ for treatments of their clients providing it is used within their clinic.

c) Any claim you may make is limited in value to the refund of one months subscription.

1. Acceptance of these Terms

By accessing, browsing, creating an account, subscribing, purchasing, or using any part of the website or services, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the website or services.

2. Eligibility and User Responsibilities

You must use the website and services only for lawful personal or professional purposes, in accordance with these Terms, any instructions provided through the website, and any laws that apply to you in your location. You are responsible for ensuring that any information you provide is accurate, current, and complete, and for determining whether the services are lawful, suitable, and permitted for your own use in your country, state, province, territory, or region.

3. International Users and Local Laws

We operate from Queensland, Australia. The website and services may be accessed by users in other countries, but we do not represent that the website, services, content, frequency information, subscription options, health-related statements, or practitioner resources are appropriate, lawful, approved, registered, or available in every jurisdiction. If you access or use the website or services from outside Australia, you do so on your own initiative and are responsible for complying with all local laws and regulatory requirements that apply to you.

4. Nature of the Services

Frequency Balancer provides access to frequency balancing information, low-frequency sound wave technology resources, a frequency Boost List, and related subscriber services. The services are intended to support general wellbeing and personal use. They are not represented as a substitute for medical advice, diagnosis, treatment, or care from a qualified health practitioner.

5. Health, Medical and Regulatory Disclaimer

- The website and services do not provide medical, therapeutic, diagnostic, emergency, psychological, nutritional, pharmaceutical, or regulated healthcare advice.
- The system technology uses non-invasive bio-frequencies and electromagnetic signals to analyse the body's frequencies, but it is not recommended for use with implanted electrical devices like pacemakers or defibrillators due to potential or possible interference.
- The services are not intended to be, and must not be treated as, medical care, a medical device, a regulated health product, a clinical treatment, or a

substitute for advice, diagnosis, treatment, or care from a qualified and licensed health professional in your jurisdiction.

- You should seek and follow advice from your doctor or other qualified health professional before using frequency balancing services, especially if you have a medical condition, are receiving treatment, are pregnant, use implanted medical devices, or have concerns about your health.
- We do not guarantee that the services will improve, treat, cure, prevent, or diagnose any illness, disorder, imbalance, symptom, or health condition.
- Preliminary observations, client feedback, and general information presented through the website have not necessarily been substantiated by traditional clinical trials or reviewed or approved by any health, medical, therapeutic goods, food and drug, consumer protection, or similar regulator.
- You must not delay, disregard, or stop medical advice or treatment because of anything made available through the website or services.

6. Subscription Plans, Fees, Taxes and Currency

The standard subscription plan provides access to the frequency Boost List for the subscriber and their household family members, using a compatible mobile phone, tablet, or computer. Subscriber-only optional services, including frequency imbalance identification and optimisation scans, practitioner assistance, system access, and training, may be available for an additional cost through the Subscriber Dashboard.

Subscription fees are charged monthly in advance and continue until cancelled. You authorise us, or our payment processor, to charge the payment method you provide for recurring subscription fees and any additional services you purchase. Prices may be shown in Australian dollars or another currency, and your bank, card issuer, or payment processor may apply exchange rates, foreign transaction fees, taxes, GST, VAT, sales tax, duties, or similar charges. We may change prices or subscription features by giving reasonable notice where required by law.

7. Cancellation, Refunds and Mandatory Consumer Rights

You may cancel your subscription at any time using the cancellation method made available through the Subscriber Dashboard or by contacting us using the contact form provided on the website. Cancellation will stop future subscription charges, but access may continue until the end of the paid billing period unless otherwise stated.

We have the right to cancel your subscription at our discretion, without compensation. Cancellation may occur at our discretion should we determine there is excessive use originating from your account. Your account is for you, the subscriber, and your household family members only, not for sharing with others or for commercial purposes.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, cooling-off right, refund right, statutory warranty, mandatory disclosure obligation, or other right or remedy that cannot lawfully be excluded under applicable consumer protection laws, including where applicable the Australian Consumer Law, New Zealand consumer law, United Kingdom consumer law, European Union consumer

law, Canadian consumer protection laws, United States federal or state consumer protection laws, or other mandatory local laws. Refunds are not provided merely because you change your mind, forget to cancel, do not use the services, or experience results that differ from your expectations, except where expressly agreed by us.

8. Accounts, Passwords and Subscriber Dashboard

You are responsible for maintaining the confidentiality of your login details and for all activity that occurs under your account. You must not share, sell, transfer, misuse, or provide unauthorised access to your account, dashboard, subscriber resources, or practitioner tools. We may suspend or terminate access if we reasonably believe your account has been misused or these Terms have been breached.

9. Acceptable Use

- You must not copy, reproduce, scrape, distribute, resell, reverse engineer, or commercially exploit the website, Boost List, dashboard, training materials, system access, or other content without written permission.
- You must not interfere with the security, availability, or operation of the website or services.
- You must not use the services for unlawful, misleading, harmful, fraudulent, or unauthorised health, medical, or practitioner claims.
- You must not upload or transmit viruses, malicious code, spam, or content that infringes another person’s rights.

10. Intellectual Property

All website content, text, graphics, logos, names, tools, training materials, Boost Lists, frequency information, layouts, documents, and other materials are owned by or licensed to us and are protected by intellectual property laws. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable licence to access and use the services for your permitted personal or professional subscriber use only.

11. Website Availability and Technology

We aim to provide reliable access to the website and services, but we do not guarantee that access will be uninterrupted, error-free, secure, or compatible with every device, browser, network, or operating system. We may update, maintain, suspend, restrict, or discontinue parts of the website or services where reasonably necessary.

12. Limitation of Liability

To the maximum extent permitted by law, we are not liable for any indirect, consequential, special, incidental, or economic loss arising from your use of, or inability to use, the website or services. Subject to any mandatory rights, remedies, or liability that cannot lawfully be excluded, restricted, or modified, you agree that any damages, compensation, or monetary remedy successfully awarded or

recovered against us in connection with the website, services, subscriptions, payments, communications, or these Terms will be limited to the total amount actually paid by you to Frequency Balancer for the services giving rise to the claim. Where liability cannot be excluded, our liability is limited to the remedies available under applicable law, including the Australian Consumer Law where it applies.

13. Indemnity and Legal Costs

To the maximum extent permitted by law, you agree to indemnify us, our officers, employees, contractors, agents, licensors, and service providers against any loss, liability, claim, demand, damage, cost, or expense, including reasonable legal costs, arising from your breach of these Terms, misuse of the website or services, unlawful conduct, infringement of another person's rights, unauthorised health or practitioner claims, or information you provide that is false, misleading, incomplete, or unlawful. This indemnity does not apply to the extent that the relevant loss, liability, claim, demand, damage, cost, or expense is caused by our fraud, wilful misconduct, or negligence, or to the extent that it would be unlawful or unfair for us to rely on it.

If you commence, threaten, support, fund, or participate in any claim, proceeding, complaint, chargeback, demand, or dispute against us in breach of the dispute resolution, governing law, or exclusive jurisdiction provisions in these Terms, you agree, to the maximum extent permitted by law, to reimburse us for our reasonable legal and professional costs incurred in responding to that matter. Where lawful and reasonable, we may require security for, or advance payment of, those reasonable costs before we are required to take further substantive steps in response, except where doing so would restrict a mandatory consumer right, statutory complaint right, or other right that cannot lawfully be excluded.

14. Privacy and Personal Information

We may collect, use, store, transfer, and disclose personal information in connection with accounts, subscriptions, payments, service delivery, communications, support, security, and legal compliance. Depending on your location, you may have rights under privacy and data protection laws, including the Australian Privacy Act, New Zealand Privacy Act, United Kingdom GDPR and Data Protection Act, European Union GDPR, Canadian privacy laws, United States state or federal privacy laws, or other applicable privacy laws. We will not sell your information to a third party.

15. Third-Party Services

The website may use or refer to third-party services, including payment processors, hosting providers, technology tools, or external websites. We are not responsible for third-party content, availability, policies, security, or practices, except to the extent required by law.

16. Changes to these Terms

We may update these Terms from time to time. The updated Terms will apply from the date they are published on the website or otherwise notified to you. If a change

materially affects your rights or obligations, we will take reasonable steps to notify you where required by law.

17. Dispute Resolution

Before commencing any court proceeding, each party must first give the other party written notice of the dispute and allow at least 30 days for good faith discussions to try to resolve the matter, except where urgent injunctive or protective relief is reasonably required. Any dispute that is not resolved by discussion must be dealt with in accordance with the governing law and exclusive jurisdiction clause below, subject only to mandatory rights that cannot lawfully be excluded.

18. Governing Law and Exclusive Queensland Jurisdiction

These Terms, your use of the website and services, and any dispute, claim, proceeding, complaint, or controversy arising from or relating to the website, services, subscriptions, payments, health-related information, communications, or these Terms are governed by the laws of Queensland, Australia, without regard to conflict of law rules. To the maximum extent permitted by law, you irrevocably agree that the courts located in Queensland, Australia, and the courts entitled to hear appeals from those courts, have exclusive jurisdiction to hear and determine any such dispute, claim, proceeding, complaint, or controversy. You must not commence, continue, support, or participate in any proceeding against us in any court, tribunal, forum, regulator, arbitration, or dispute body outside Queensland, Australia.

19. Contact Us

If you have questions about these Terms, your subscription, cancellation, refunds, or use of the services, please contact us using the contact form published on our website.