

Website Legals

Privacy Policy

[last updated August 2025]

Defynd ABN 51 719 383 199 of Ocean Reef Drive, Patterson Lakes, Victoria 3197 provides services to help people benefit from customised exercise and nutrition coaching, specialising in fat loss and total body transformation.

Any reference to “Defynd”, “we”, “our”, “us” or similar words throughout this agreement includes our employees, agents, associates, successors and assigns. Any reference to “you” or “your” or similar words includes you, your successors and assigns.

This privacy policy sets out how Defynd will handle your personal information. We do our best to comply with Australian privacy legislation. We may update this policy from time to time.

We collect, hold, use and disclose personal information for the purpose of letting you know about our products and services. You may receive updates from us from time to time. We do not sell or give away access to the personal information you provide to us.

Staying Anonymous

You can browse this website anonymously. If you identify yourself to us, at that point we will collect your personal information.

Collecting personal information

At all times we try to only collect the information we need to provide you with the services you have asked for, and update you about any changes we are making to our existing services.

The main way we collect personal information about you is when you give it to us, for example:

- when you contact us through social media, our website or by phone
- when you submit information through the contact form on our website
- when you ask for access to information we hold about you

The main information we collect about you is:

- your name and location
- your contact details like email, phone and social media pages
- your age and gender
- your level of fitness and any health information that may help us to help you
- your household situation and eating habits

You agree that we may retain any of your personal information indefinitely, although we are not obliged to do so.

Testimonials

If you provide us with a testimonial, you give us your consent for the use of your name, images and the date to be displayed on our website, social media pages or in our other marketing material, together with the content of the testimonial that you provide.

Indirect collection

We only collect information directly from you.

Social Networking Services and links to other websites

We may provide links to other websites or use social networking services such as Facebook and Instagram to communicate with the public about our work. These sites have their own privacy policies. When you communicate with us using these services we may collect your personal information. We will only use it to help us to communicate with you and the public.

The social networking service will also handle your personal information for its own purposes.

Collecting sensitive information

Sensitive information means information about your health, racial or ethnic origin, political opinions, religious beliefs, sexual orientation or criminal history. We may collect sensitive information about you, particularly health information. We will take steps to appropriately protect any sensitive information we do receive.

How we use Cookies and other identifiers

We may use a range of tools provided by third parties including search engine browsers, analytics tools and our web hosting company, to collect or view website traffic information. These sites have their own privacy policies. We may also use cookies and session tools to improve your experience when accessing our website.

Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. Some website features may not function properly without cookies.

The information collected by these tools may include the IP address of the device you are using and information about sites that IP address has come from, the pages accessed on our site and the next site visited. We use the information to help to track your use of our websites to improve your user experience and the quality of our services. To find out how to opt out of tailored advertising please check the options available here - <http://www.networkadvertising.org/choices/>.

Security and overseas recipients

We rely on third party providers such as Google to store the information you have provided to us securely. Those third-party providers may store their data outside of Australia. Where possible, we ask that data be stored in Australia, but that it not always an option. By using our services, you consent to having your personal information sent overseas. We do use appropriate password protection for our systems.

Disclosure

The information that we collect about you is used only for providing you with our services and keeping you up to date. We do not publish your personal information. If legally required to, we will disclose your personal information, but would let you know that we had received a legal request before we did. We may share access to data we hold about you and transaction records to our advisors or authorities for the purpose of obtaining professional advice, and on the basis they protect the confidentiality of that information.

Accessing and correcting your personal information

You may request copies of the information we hold about you, which will only be provided electronically. You have the ability to make a request to amend or correct that information. If we do not agree with your requested change, we will keep a copy of your request with our information.

Problems?

If you have any concerns about our use of your personal information, please use the contact form on our website or write to Dario@defynd.com.au and let us know what the problem is. We will respond to your concerns within 30 days.

If you are not happy with how we manage your concerns, you can contact the Australian Privacy Commission, available at <http://www.oaic.gov.au>.

Terms of use

[last updated August 2025]

Defynd ABN 51 719 383 199 of Ocean Reef Drive, Patterson Lakes, Victoria 3197 provides services to help people benefit from customised exercise and nutrition coaching, specialising in fat loss and total body transformation. www.defynd.com.au is made available by us.

Any reference to "Defynd", "we", "our", "us" or similar words throughout this agreement includes our employees, agents, associates, successors and assigns. Any reference to "you" or "your" or similar words includes you, your successors and assigns.

By using this website and our social media pages you are agreeing to be automatically bound by these terms and conditions, including our privacy policy [insert link eg. www.defynd.com.au/privacy], disclaimer [insert link] and program terms [insert link].

We regularly update our terms and new terms take effect from the date they are displayed on our website, so please check for updates. If you do not agree with our terms, please do not use our website or social media pages.

Feedback, comments or complaints

If you have any questions, please contact Dario@defynd.com.au and we will usually respond to all enquiries within two business days.

No unlawful or prohibited use

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party's use and enjoyment of this website. You agree not to hack into areas of this website that are not intentionally made available to you.

You expressly agree not to:

- use the website as a lead generation tool for the benefit of your own business, or to manufacture "lists" in order to help your own business, without our prior approval
- engage in any internal or external spamming, or other similar actions
- engage in any unlawful or immoral acts, or acts which are in violation of these terms and conditions
- decompile, reverse engineer, or try to copy or imitate the this website or underlying content

Links disclaimer

This website may contain links to other websites (Linked Sites). The Linked Sites are not under our control and we are not responsible for the contents of a Linked Site. We are not responsible for any form of transmission received from any Linked Site. Links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the website, or any association with its operators.

Rules for behaviour on Social Media

When linking with any Defynd social media account, you agree to comply with all our terms and conditions, including these rules for behaviour on those accounts, and the rules of the social media platform (eg. Facebook) that makes the platform available.

You agree to always:

Be polite – even if you disagree. Offensive remarks and foul language will not be tolerated and will be removed.

Be supportive – everyone has ups and downs and bullying or belittling behaviour will not be tolerated

All contributions need to come from a real person and profile. Fake or anonymous contributions will be deleted.

Contributions that could be seen to be trolling behaviour, unnecessarily repetitive or spam like, whether from the same or different users, may be viewed as spam and deleted.

Contributions which threaten or defame a person or organisation are not appropriate and will be deleted.

If you do not comply with our rules, we may remove your access to the relevant social media page, and reserve the right to remove your access to any or all Defynd websites or other social media accounts.

Promoted Services - disclaimer

If we promote third party products or services via our website it is because they have provided sponsorship, donations or supported us in some way. You must exercise your own judgment based upon your own personal circumstances before purchasing third party products or services.

Copyright, Trademarks and other Intellectual Property

Defynd owns the intellectual property rights in the contents of this website or has permission to use or display the material on this website or our social media pages. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our content in whole or in part except as expressly authorised by us. Please contact Dario@defynd.com.au if you require permission to reproduce any of the contents of this website or our social media pages.

Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright. You must seek permission from the third party before using any of their content. Images of individuals are their personal information and collection of that information from our website or social media pages may require you to comply with Australian privacy laws.

The names of actual companies and products mentioned on this website may be the trademarks of their respective owners.

Permission: You may access, download, or print material from the website for your personal use only. Sharing without prior permission is expressly prohibited. You are not permitted to use our copyright material for commercial profit of any sort. This means you cannot resell our services or copyright material without our express written permission. You agree not to change or delete any copyright or proprietary notice from materials downloaded from this website, our social media pages or any site accessible through this website.

Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website or social media content or our intellectual property.

Your content

You warrant that you hold the necessary rights and interests to use any material you add to our website or social media pages (your content) and that all of your content does not infringe any third party intellectual property rights, including copyright and trade mark rights.

By submitting your content to our website you irrevocably grant to us a perpetual, world-wide, non-exclusive, royalty-free, sub-licensable and transferable license and right to use your content for the purpose of providing services to you, or for promoting our business, now or in the future. We will not use your content for any other purpose. You indemnify us against any claims made for breach of intellectual property rights in respect of your content.

At our sole discretion we may remove or disable your content if we believe your content to be in violation of our terms and conditions. We are not obligated to return any of your content to you under any circumstances.

Copyright infringement

If believe that there is material on our website that infringes third party intellectual property rights, please contact Dario@defynd.com.au with sufficient information to enable us to determine who is the owner of the intellectual property and to form the reasonable belief that there has been an infringement, then we will remove it from our website.

Be aware that you may be subject to liability if you knowingly make any misrepresentations when providing information to us.

Security

We make efforts to maintain the security of our website. However, we do not guarantee the security of the website, our records, or your content. We disclaim all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are encouraged to install and maintain up-to-date security software on your computer.

Continuous accessibility to the website is dependent upon third party services. As a result, the website may be inaccessible from time to time.

Limitation of liability

We will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of Australian Consumer Law.

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost. This limitation of liability applies to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

Indemnity

You agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- any content you post via this website
- your unauthorised use of this website, or products or services included or advertised on this website
- your breach of these terms and conditions.

Applicable law

This agreement is governed by the laws of Victoria, Australia and you consent to the exclusive jurisdiction and venue of courts in that State or the Federal Courts within Australia, in all disputes arising out of or relating to the use of this website. You may provide notice to us through the contact us page or otherwise by email addressed to 'the Manager' and sent to Dario@defynd.com.au. We may provide notice to you via email or other electronic means.

Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorized, it is your responsibility to stop using this website.

Relationship

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of this website.

Our performance of this agreement is subject to existing laws and legal process. Nothing contained in this agreement can be used to inhibit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website, or with regard to information provided to or gathered by us with respect to your use.

Validity

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

These terms and conditions together with our privacy policy form the entire agreement between you and us in respect of your use of this website and social media pages.

End.

Program Terms

[last updated August 2025]

Defynd ABN 51 719 383 199 of Ocean Reef Drive, Patterson Lakes, Victoria 3197 provides services to help people benefit from customised exercise and nutrition coaching, specialising in fat loss and total body transformation. Basically, I am an exercise and diet coach, providing coaching online to help you achieve your goals of losing body fat and getting healthy. These program terms apply when you purchase a coaching program from Defynd and should be read together with our privacy policy [insert link eg. www.defynd.com.au/privacy], disclaimer [insert link] and terms of use [insert link].

We regularly update our terms and new terms take effect from the date they are displayed on our website, so please check for updates. If you do not agree with our terms, please do not use our coaching program.

Instagram, comments or complaints

If you have any questions, please contact Dario@defynd.com.au and we will usually respond to all enquiries within two business days.

What is included in the Program?

Changing your body takes time. You shouldn't expect to get overnight results. To provide the best possible chance of you progressing toward your goals, we offer a minimum 12 week coaching program.

When you join our coaching program, we will work with you to design a nutrition plan tailored to you, taking into consideration your lifestyle and current situation and what you want to achieve. Each body works differently, so this plan may change as we learn more about what is and isn't working for you.

Access to our coaching services is via email.

Your Responsibilities

You are responsible for deciding whether or not our coaching program is suitable for your circumstances before you purchase the program. You can find out more about the results we have helped people achieve and what our clients think about our services through our website and social media pages.

Once you have purchased our program, you are responsible for your participation. We will not provide a refund if you choose not to complete all (or any) parts of the minimum 12 weeks of the program.

You are responsible for your on-going care and wellbeing. We make no warranty our program will be suitable for everyone.

If we provide a closed Facebook group or similar platform, we take no responsibility for the information or comments posted by users of the platform. Their opinions are not ours and we do not endorse their comments. Any testimonials we, or others, post either on our website or on our social platforms, are examples only and we do not warrant you will achieve the same or similar results.

Our Responsibilities

We will make the program content available to you via email. Where applicable, we will send you PDF resources and materials for your use. If we establish a closed Facebook group, we will send you a request to join the closed Facebook Group affiliated with the Program. It is your responsibility to then join the Group.

Your Relationship to Us

Your relationship with us is a contractual one based on this agreement. We provide a service which you pay to use.

Payments

Payments can be made in advance by credit/debit card through our secure payment systems Stripe, PayPal or Bank Transfer.

Payment can be made in advance in full for your initial 12 week coaching program, or by weekly installments. Coaching fees are published on our website and updated from time to time.

Unless you cancel your coaching before the end of the initial 12 weeks, we will continue to provide coaching to you and to debit a weekly amount from your nominated card.

You agree to pay any applicable surcharge on payments made by credit card.

Interest will be charged on any overdue payment, accruing daily from the date when payment becomes due, until the date of payment, at a rate of 8% per annum (compounding monthly).

If you have a payment that is overdue by more than 7 days, we may suspend or terminate (at our option) your access to the coaching program and you will no longer have access to the email resources or Facebook group (if applicable). We will still be entitled to recover payment of the balance of the initial 12 week program from you.

Unless otherwise stated, all amounts shown on our website are in AUD dollars.

We do not store your financial information on our platform. Our third-party service providers, Stripe, PayPal or Bank Transfer, may store your details. We are not responsible for your data with Stripe, PayPal or Bank Transfer. If you have any concerns about your data, you should check their respective privacy policies.

Cancellation and Refund Policy

Due to the on-line nature of our program including access to all of the modules and resources immediately, we do not offer a refund on our program just because you have changed your mind about the suitability of our program.

After your initial 12 weeks coaching, you may cancel your participation at any time provided you let us know at least 48 hours before your next payment is due. Once we have notice from you, we will cancel your participation in the program. If notice is received less than 48 hours before your debit is due, that debit will be made and we will continue to provide coaching until the end of the week that payment applies to.

We reserve the right to terminate our agreement to provide coaching services if we believe: we cannot help you for any reason, including that you are not coachable using our methods; our services are not appropriate to your circumstances; or

that it would not be healthy for you to lose weight. This decision is final, and no correspondence will be entered into. No further charges will be made to your account if we terminate the coaching program.

Privacy

You agree to the collection of your personal information as set out in our privacy policy [insert link].

Warning and Disclaimers

You acknowledge the use of our coaching program does not replace medical or specialist advice. If you suspect or know that your physical or mental condition requires medical attention or other specialised care, you must seek this medical or specialist help. Our coaching program may be suitable to use in conjunction with this other help and you should ask your health practitioner about the use of our coaching program in line with their treatment. We make no warranty about the suitability of the coaching program to you or your particular circumstances. The use of the coaching program is entirely at your risk. Our website and coaching program are provided on an “as is, where is” basis.

We make no warranty that you will have any success in obtaining your desired outcome or goal by using the coaching program or that the coaching program will be beneficial to you. Every participant comes to the coaching program from a different starting point and with their own beliefs and limitations, we cannot predict the likely success you will have using our coaching program. To a large extent, the success of the program will depend on your application of the advice given.

You understand that we are relying on your warranty, understanding of this disclaimer and acknowledgements.

Limitation of liability and release

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

You release us from all liability for any loss, damage, injury, claims or expense suffered by you in connection with the coaching program either directly or indirectly, subject to the extent that loss or damage is caused by or contributed to by our negligence.

You indemnify and hold us harmless against any claim for losses, financial or otherwise, or unrealising of expectations and for any losses consequential or inconsequential of any kind, that you may incur in relation to the coaching program.

Without limiting the application of any law including consumer laws in the jurisdiction where the coaching program is provided, you expressly agree that this release, limitation of liability and indemnity is intended to be as broad and inclusive as is permitted by law.

End.

Disclaimer

[last updated August 2025]

Dario Gomez is the head coach for Defynd. Dario has successfully completed International Institute for Complementary Therapies <https://myiict.com/> approved:

- Advanced Certificate of Nutrition and Health specialising in Healthy Body Weight Nutrition and
- Certificate of Nutrition and Diet – Health Eating Principals

He has also completed extensive personal experimentation. See more of his story here

https://www.instagram.com/dario_gomez_/.

Warning and Disclaimers

You acknowledge the use of the Defynd coaching program does not replace medical or specialist advice. If you suspect or know that your physical or mental condition requires medical attention or other specialised care, you must seek this medical or specialist help. Our coaching program may be suitable to use in conjunction with this other help and you should ask your health practitioner about the use of our coaching program in line with their treatment.

We make no warranty about the suitability of the coaching program to you or your particular circumstances. The use of the coaching program is entirely at your risk. Our website and coaching program are provided on an “as is, where is” basis.

We make no warranty that you will have any success in obtaining your desired outcome or goal by using the coaching program or that the coaching program will be beneficial to you. Every participant comes to the coaching program from a different starting point and with their own beliefs and limitations, we cannot predict the likely success you will have using our coaching program. To a large extent, the success of the program will depend on your application of the advice given.

You understand that we are relying on your warranty, understanding of this disclaimer and acknowledgements.

Limitation of liability and release

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

You release us from all liability for any loss, damage, injury, claims or expense suffered by you in connection with the coaching program either directly or indirectly, subject to the extent that loss or damage is caused by or contributed to by our negligence.

This disclaimer must be read together with our privacy policy [insert link eg. www.defynd.com.au/privacy], terms of use [insert link] and program terms [insert link].

End.