

CLEAR TERMS, FAIR ALLOCATION AND NON-EXCLUDABLE RIGHTS

Terms of Use, Service Terms and Disclaimer

The terms for using PHOENIX SANCTUM's website, booking and intake channels, in-person and remote services, products, reports and educational material.

Status
ACTIVE

Business
PHOENIX SANCTUM
ABN 94 991 399 634

Supersedes
Terms dated 4 April 2026

Version
22 July 2026

Public audience
Website users, clients and purchasers

Next review
16 January 2027 or earlier on material change**Your legal rights remain**

These terms do not exclude, restrict or modify a consumer guarantee or other right that Australian law does not allow us to exclude.

This document states PHOENIX SANCTUM's proposed terms. It does not claim regulator or legal approval.

1. About these terms

Who we are

PHOENIX SANCTUM

ABN 94 991 399 634
4A Painters Parade
Dee Why NSW 2099 Australia

Contact

info@phoenixsanctum.com
phoenixsanctum.com

Three different relationships

Activity	Terms that apply	Acceptance point
Browsing or using the public website	Website-use, intellectual-property, acceptable-use and general disclaimer clauses.	You accept the website-use terms by continuing to use the site after a reasonable opportunity to read them.
Booking, buying or commencing a service	These service terms plus the price, inclusion, timing, cancellation and service-specific terms shown before commitment.	The contract forms when PHOENIX accepts the booking or order and you accept the presented terms, including by a recorded electronic action or payment.
Optional recording, testimonial, marketing or secondary data use	The separate, specific consent presented for that activity.	Only your recorded choice applies. Service participation does not create optional publication consent.

Package, quote, invoice or service-specific terms prevail for their specific subject. These general terms prevail on general website and service matters. Australian law prevails if a term conflicts with a non-excludable right.

Changes do not rewrite an existing purchase

A new public version applies prospectively. PHOENIX will not use a later change to remove a right or inclusion already agreed for a current booking or package unless the client agrees or law permits the change.

2. Services, information and scope

PHOENIX SANCTUM provides practitioner-guided complementary wellness services, including in-person sessions, bio-feedback and interpretive review, structured pathways, remote support, educational material and selected products or imprinted media.

Service descriptions

- A current service page, written offer or invoice states the service name, duration, inclusions, price and any participation requirements.
- A scan, reverse lookup, device response, resonance result or practitioner observation is a wellness-framework input. It is not laboratory testing, pathology, imaging or a medical diagnosis.
- Technology selection can change after screening, client feedback, equipment availability or practitioner review. A change does not remove an agreed core inclusion unless PHOENIX and the client agree or safety requires it.

Health and emergency boundary

PHOENIX SANCTUM does not provide emergency care, hospital care, ambulance services, medical diagnosis, prescription management, psychiatric crisis care or a guaranteed therapeutic outcome. Its services complement appropriate medical care.

Urgent help

Call 000 or attend an appropriate emergency service for a medical or safety emergency. Do not wait for a PHOENIX appointment, email, remote adjustment or TeleConsult.

Words used in reports and conversations

References to organs, microbes, pathways, terrain, detoxification, regulation, energetic patterns or similar concepts may describe software labels, programme categories, practitioner interpretation, client experience or the PHOENIX framework. Context controls the meaning. Those references do not establish disease, infection, deficiency or treatment effect.

Appropriate medical support

Clients remain responsible for seeking appropriate medical diagnosis, monitoring and treatment. PHOENIX may pause or decline work outside its scope and may recommend that a client seek qualified care. A referral recommendation does not diagnose the client.

3. Screening, participation and outcomes

Information clients provide

A client must give information that is accurate to the best of their knowledge and update a material change. Relevant information can include identity, age or authority, objectives, symptoms or experiences, medication, pregnancy, implanted devices, seizure history, skin integrity, hearing sensitivity, allergies, recent procedures and other factors named in the screening process.

PHOENIX uses this information to decide whether to proceed, modify, defer or decline a technology or service. The current Privacy Policy governs collection and handling.

PHOENIX responsibilities

- explain the proposed service and material limits in plain language;
- apply current screening and equipment instructions;
- give the client a practical way to ask questions, pause or stop;
- use reasonable care and skill and keep a service record;
- change or stop an activity when information or client feedback creates a safety or scope concern.

Client responsibilities

- follow preparation, device, sample, product and aftercare instructions;
- do not use a report as a diagnosis or change medical treatment without appropriate advice;
- tell PHOENIX about unexpected discomfort, a device concern or a material health change;
- use only a personal internal probe if an internal-probe workflow is agreed; PHOENIX does not supply or share internal probes.

Results vary

PHOENIX does not promise symptom change, diagnosis, cure, prevention, device correlation or a particular personal result. Service benefits can include structure, practitioner attention, continuity, technical comparison, education and a documented review process. A client experience, community report or research source does not guarantee the same result for another person.

Material decisions stay human

Software can organise results and suggest programmes. Steven or an authorised operator reviews the available information and remains responsible for a material service decision.

4. Bookings, payments and packages

Subject	Term
Enquiry and intake	An enquiry or intake submission does not guarantee acceptance, a booking or a service outcome.
Confirmation	A booking is confirmed when PHOENIX accepts it and any stated payment or deposit condition is met.
Prices	Prices are in Australian dollars unless stated otherwise. The price and inclusions displayed or supplied before acceptance govern the purchase.
Payment	PHOENIX may require payment in advance, at the appointment, on invoice or by a stated due date. Square or another approved processor may handle payment.
Additional work	PHOENIX will disclose and obtain agreement before charging for material work outside the agreed scope, except for an obvious arithmetical correction permitted by law.
Packages	A package has the period, inclusions, service cycles and expiry rules presented before purchase. A package term cannot remove a consumer guarantee.

Cancellation, rescheduling and non-attendance

The cancellation term shown before booking governs the appointment. A charge may reflect reserved practitioner/equipment capacity, preparation, sample processing, non-recoverable cost or work already performed. PHOENIX will not apply an undisclosed charge or an amount that operates as a punishment.

- A client should contact PHOENIX as soon as possible when they need to cancel or reschedule.
- PHOENIX may waive or reduce a charge after considering notice, ability to refill the time, work performed, emergencies and consumer-law obligations.
- If PHOENIX cancels and cannot provide a reasonable alternative accepted by the client, PHOENIX will refund the affected undelivered amount unless another remedy is agreed.
- Remote allocation, package expiry and unused-service rules must appear in the package or remote terms before payment.

Payment disputes and chargebacks

Contact PHOENIX first so it can review the booking, work record and requested remedy. This does not prevent a client from using a lawful card, regulator, tribunal or court process.

5. Remote and sample-based services

Remote services include Remote Preset Support (RPS), Remote Targeted Support (RTS), Remote Dynamic Support (RDS) and the Remote Detox Support Protocol (RDSP). The service-specific offer states the current duration, management level, contact and programme inclusions.

Current operating structure

Service	Core structure
RPS	An established preset with documented start and end dates.
RTS	A fixed stack selected around stated objectives and practitioner planning.
RDS	Active practitioner management with up to three programme adjustments each week and one complimentary 15-minute TeleConsult each week.
RDSP	A structured manufacturer-aligned opening sequence used in some pathways. "Detox" is the service name; it does not prove toxin or microbial removal.

Sample and mechanism

The standard remote workflow uses an accepted, labelled dry sample assigned to the client's Remote device and documented programme. PHOENIX records receipt, use and disposal or return. It does not accept blood, saliva, urine, faeces, tissue, sharps or leaking material under the standard workflow.

The claimed non-local information-transfer mechanism remains unproven. PHOENIX sells the documented service structure, equipment allocation, programme selection, management and practitioner contact. It does not promise that distance delivery will cause a health change.

Availability and communication

"24/7" describes scheduled equipment running or service allocation where included. It does not mean that a practitioner monitors the client continuously or answers messages at all times. TeleConsults and responses occur through the agreed channel and schedule.

No emergency monitoring

Remote systems do not detect deterioration, medical emergencies or crisis. Clients must use ordinary emergency and medical services when needed.

6. Products and physical items

PHOENIX may offer educational downloads, imprinted products, structured water and other items described at the point of sale. The listing, label, written instructions and checkout terms state the product supplied.

Current product boundaries

- An imprint description identifies the programme or preparation process. It does not turn the item into a medicine or prove a therapeutic effect.
- Structured Water is rain-collected water that PHOENIX distils, carbon filters, vortexes and exposes to selected water-treatment programmes through cold-laser equipment for two hours, followed by two hours of ultraviolet treatment each day. This process description is not a sterility, disease-treatment or guaranteed-benefit claim.
- A purchaser must check ingredients, materials, allergies, sensitivities, storage and suitability stated for the item.
- Products must be used as directed and kept from children when the label or ordinary care requires it.

Orders, delivery and risk

- The checkout or written offer states price, quantity, delivery method and any shipping charge.
- PHOENIX will provide a reasonable remedy for goods lost or damaged before delivery where law makes PHOENIX responsible.
- International purchasers must check local import and customs rules. PHOENIX will not describe an item as lawful in another country without current verification.
- A downloadable product is supplied when the agreed access or file is made available. Access controls and copyright terms continue to apply.

Changes and availability

PHOENIX may change or discontinue a product before a new order is accepted. It will not substitute a materially different paid item without the purchaser's agreement.

Product questions

Ask before purchase if an ingredient, device, implant, pregnancy, allergy, storage or delivery issue may affect suitability.

7. Australian Consumer Law

PHOENIX goods and services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. Depending on the transaction, these can include acceptable quality, due care and skill, fitness for a disclosed purpose and supply within a reasonable time.

If a problem occurs

Situation	Possible response under applicable law
Major service failure	The client may cancel the affected service contract and seek a refund for the unused portion or compensation for reduced value, plus reasonably foreseeable loss where available.
Non-major service failure	PHOENIX may have a reasonable time to fix the problem. Further remedies may apply if it does not.
Major goods failure	The consumer may choose a refund or replacement and may have compensation rights.
Non-major goods failure	PHOENIX may choose an available repair, replacement or refund remedy consistent with the law.
Change of mind	PHOENIX does not have to provide a refund unless the sale terms promise one. This does not affect rights for a failure or misleading description.

The exact remedy depends on the facts and current law. Contact info@phoenixsanctum.com with the purchase, date, problem and outcome requested.

Complaints

1. PHOENIX records the complaint and acknowledges it within two business days where practicable.
2. PHOENIX checks the offer, service/product record, payment and requested remedy and targets a substantive response within 30 days.
3. The client may contact NSW Fair Trading, the ACCC, a payment provider or another available dispute body. ACCC information does not replace individual legal advice.

Fair reading

If a clause could operate in more than one way, PHOENIX will apply it consistently with non-excludable rights and the specific terms disclosed before purchase.

8. Website, content and systems

General information

PHOENIX takes reasonable care with public content but material can become outdated and external links can change. Users should check the current service offer and obtain appropriate professional advice for a medical, legal, financial or other regulated decision.

Intellectual property

PHOENIX owns, licenses or controls its original text, reports, frameworks, graphics, brand assets, templates, downloads and service architecture. A user may view or make a personal non-commercial copy where the law permits. A user must obtain written permission before republishing, selling, scraping, training a model on, adapting or commercially exploiting protected PHOENIX material.

Acceptable use

- Do not interfere with security, impersonate another person, upload malicious material, harvest client data, abuse a form or use PHOENIX content unlawfully.
- Do not submit another person's health or identity information without authority.
- Do not test credentials, bypass access controls or use an automated tool in a way that burdens or compromises a system.

Privacy and approved providers

The current Privacy Policy explains how PHOENIX handles personal and health information. PHOENIX uses approved providers for website, forms, booking/payment, email, Drive and operational records. A provider's own terms can also apply to the user's direct account or transaction.

Third-party material

A link does not mean PHOENIX controls or endorses all material on the external site. PHOENIX remains responsible for its own representations and cannot use a link to avoid responsibility for misleading advertising.

Availability and security

PHOENIX does not guarantee uninterrupted website, booking, email or remote-system availability. PHOENIX will use reasonable care within its control and respond under the Privacy Policy and Data Breach Response Plan when an information incident occurs.

9. Responsibility, suspension and law

Reasonable allocation of responsibility

Each party remains responsible for loss caused by its own breach, negligence, unlawful act or misuse, subject to applicable law. PHOENIX does not accept responsibility for a loss caused by inaccurate material information that a client supplied, use contrary to clear instructions, or an external event outside PHOENIX's reasonable control, to the extent the law permits.

Nothing in these terms excludes liability for fraud, wilful misconduct, negligence or a consumer guarantee where law prevents exclusion. PHOENIX does not require a client to indemnify it for PHOENIX's own conduct.

Suspension or refusal

PHOENIX may pause, modify or end access when reasonably necessary for safety, scope, payment, capacity, misuse, unlawful conduct or system protection. PHOENIX will consider paid but undelivered services and any available consumer remedy. A safety pause can take effect without advance notice.

Governing law

New South Wales and applicable Commonwealth law govern these terms. The parties submit to the non-exclusive jurisdiction of courts and tribunals that have authority. This clause does not remove a right to use another forum that law makes available.

Primary authority checked

- [Competition and Consumer Act 2010, including Schedule 2 Australian Consumer Law.](#)
- [ACCC, Contracts and unfair contract terms.](#)
- [ACCC, Consumer rights and guarantees.](#)
- [ACCC, False or misleading claims.](#)

Research checked 16 July 2026. These terms do not claim legal approval. Obtain advice for a material dispute or unusual contract.

Owner approval

Steven

Date: 18 July 2026

Activation record

Canonical Drive version activated

Date: 18 July 2026