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Website Terms of Use

These Terms of Use ("Terms") govern your use of our website located at www.nutritionforce.com.au ("Site") and form a binding contractual agreement between you, the user of the Site and us, Nutrition Force Pty Ltd (ACN 601 221 569) ("Nutrition Force").

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us on admin@nutritionforce.com.au

By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

1. Licence to use Site

- 1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the terms and conditions set out in this Agreement.
- 1.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.
- 1.3 You must not add any content to the Site:
 - (a) unless you hold all necessary rights, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (d) that would bring us, or the Site, into disrepute; or
 - (e) that infringes the intellectual property or other rights of any person.
- 1.4 The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website. We are not responsible for the material contained on those linked sites.
- 1.5 We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
 - (a) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites
 - (b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites
- 1.6 You acknowledge and agree that:
 - (a) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
 - (b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

2. Disclaimer

- 2.1 Your access to this website is on the terms and understanding that:
- (a) We are not responsible for the result of any actions taken on the basis of information on this website nor for any errors or admissions in the website; and
 - (b) Nothing on these pages is intended as providing nutrition and health education advice. We expressly disclaim any liability and responsibility through any person in respect of anything and of the consequences of anything done or omitted to be done by any person in reliance upon this website whether wholly or partially.
 - (c) The material and information provided on this site should not be relied upon as a substitute for nutrition and health education advice.
- 2.2 Your access to this website does not create a professional relationship between you and us.
- 2.3 The material on this website may be amended from time to time but no representation is made by us that any of the material is current. The material may be impacted by laws and different jurisdictions.
- 2.4 We are not responsible for the content of any website linked to or from this website. Your linking to any other website is entirely at your own risk. We do not take any responsibility for the content in or currency of any such links. These links are provided for convenience only and their inclusion does not suggest any endorsement of or relationship with any linked organisations.
- 2.5 As far as is permitted by law we exclude all liability to third parties arising directly or indirectly out of their use or reliance upon the materials contained in this website. Specifically we do not warrant that the files contained in or referred to in this website are free from viruses or other defects. In the event that liability cannot by law be excluded, the liability of us will be limited to replacing the defective files.
- 2.6 You are responsible to maintain the confidentiality of any passwords associated with this website. You agree to immediately notify us of any unauthorised use of your registration, user account or password.
- 2.7 We retain all copyright on all works contained in this website.

3. Intellectual Property Rights

- 3.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.
- 3.2 By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 3.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 3.4 The licence in clause 2.3 will survive any termination of these Terms.
- 3.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 2.2 and 2.3.

4. Warranties

- 4.1 You represent and warrant to us that:
- (a) you have the legal capacity to enter these Terms; and
 - (b) you have complied with clause 1.3.

5. Liability

- 5.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 5.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 5.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
- a) in the case of goods:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of the goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of having the goods repaired, and
 - b) in the case of services:
 - i. the supply of the services again; or
 - ii. the payment of the cost of having the services supplied again.

6. Alteration of terms

- 6.1 Nutrition Force reserves the right to change these Terms:
- (a) with or without further notice to you; and
 - (b) without giving you any explanation or justification for such change.

7. Termination

- 7.1 These Terms terminate automatically if, for any reason, we cease to operate the Site.
- 7.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way
- 7.3 We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

8. Indemnity

- 8.1 You will at all times indemnify and keep indemnified Nutrition Force and its respective officers, employees and agents (**Those Indemnified**) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:



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- (a) any breach of these Terms by you; and
- (b) publication of or distribution of the material and/or information supplied by you

9. General

- 9.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 9.2 If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 9.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 9.4 This Agreement is governed by the laws of Western Australia and each party submits to the jurisdiction of the courts of Western Australia.