



WEBSITE TERMS OF USE

Introduction: Welcome to our website. We encourage you to look around. Please note this website (**Site**) is owned and operated by Inner Nutrition ABN 23272217401 (**we, us, our**). It is available at www.innernutrition.com.au and may be available through other addresses or channels.

Consent: By using our Site you agree to be bound by these Website Terms of Use (**Terms**) and our Privacy Policy (as may be amended from time to time). Please read these Terms carefully and immediately cease using our Site if you do not agree to them. If you breach any of the Terms, you are prohibited from continuing to use the Site.

Age: Any persons using this Site for the purpose of purchasing any services or products offered on this Site at any time must be at least 18 years of age or accompanied by a legal guardian.

Variations: We may from time to time update or otherwise vary these Terms and any such changes will be posted to this Site. Please visit our Site regularly to ensure you are up to date with our current terms. Materials and information on this Site (**Content**) are subject to change without notice. We do try to keep the Content our Site up-to-date however we are not liable if any Content is inaccurate or out-of-date.

Licence to use our Site: We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

Personal use only: Our Site is for your personal, non-commercial use only. You must not use our Site, or any of the Content, for commercial purposes, including any advertising or advertising revenue generation activity on your own website or any other platform, without obtaining a licence to do so from us.

Exclusion of competitors: You are prohibited from using our Site, including the Content, in any way that competes with our business.

Prohibited conduct: You must not do or attempt to do anything that is: unlawful; prohibited by any laws applicable to our Site; which we would consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our Site;

- (d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- (e) using our Site to send unsolicited email messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

Our Content: The Content is not comprehensive and is for general information and educational purposes only. It does not consider your individual or specific needs, objectives or circumstances, and it is not professional advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

Intellectual Property rights: Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all of the Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not, without our prior written consent (which may be withheld in our discretion):

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

In certain circumstances we may be willing to let you reproduce or share some of our content however please email us at if you require permission to reproduce any of the Contents of this Site.

User Content: If from time to time we allow you to post, upload, publish, submit or transmit relevant information and content (**User Content**) on our Site, you do so subject to these Terms. By making available any User Content on or through our Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Site.

You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

Third party sites: Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites or the availability of those websites. The links are provided solely for your reference and convenience. You should make your own investigations with respect to the suitability of those websites for your purpose or needs.

Warranties and disclaimers: To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

Medical disclaimer: The Content on our Site is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your doctor or other qualified health provider with any questions you may have about a medical condition or regarding your physical or mental health and wellness. Never disregard professional medical advice or delay in seeking it because of something you have read on our Site. If you experience any pain or difficulty with exercise or diet, stop and consult your healthcare provider. If you think you may have a medical emergency, call your doctor or 000 immediately.

Limitation of liability: To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

Indemnity: To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Cookies: This Site may use cookies to monitor browsing preferences. By using our Site or by agreeing to these Terms, you consent to our use of cookies in accordance with the terms of our Privacy Policy (available on our Site).

Discontinuance: We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Termination: These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Severance: If any provision of these Terms is held by a competent authority to be invalid or unenforceable or otherwise becomes illegal, in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.

No waiver: Neither the failure by us nor your failure to enforce any part of these Terms constitutes a waiver of such Terms. Such failure will in no way affect the right to later enforce a part of these Terms.

Jurisdiction: Your use of our Site and these Terms are governed by the laws of State within which you practice i.e. Western Australia. Any dispute arising out of your use of the Site or the Content shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction in which you access our Site.

For any questions and notices, please contact us at:

Inner Nutrition ABN 23272217401

1a/10 Small St Hampton

maddy@innernutrition.com.au