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Nothing contained in this website is intended to be used or treated as medical advice and it is not intended to be used to diagnose, treat, cure or prevent any condition nor should it be used for therapeutic purposes or as a substitute for your own health professional's advice. You should not rely solely on the information contained in this website as it does not purport to be comprehensive or specific to your personal needs or requirements and all decisions about the treatment and management of any condition should be made with a healthcare professional who will consider the needs, personal medical history and circumstances of the individual.

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In no event do we accept liability for any loss, injury, damage, including but not limited to indirect or consequential loss or damage, death or illness, that may result of any use or reliance on the information provided on or use of this website.

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Every effort is made to keep the website up and running smoothly. However, **griffithdietition.com** takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

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You may not, except with our express written permission, distribute or commercially exploit the content. You may not transmit it or store it in any other website or other form of electronic retrieval system.

## YOUR PRIVACY

Last updated: 13 July 2018

At griffithdietitian.com, we are committed to protecting your privacy as a customer and an online visitor to our website. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our privacy policy below carefully.

### INFORMATION WE COLLECT FROM YOU

In the course of your visits to our website or use of our products and services, we may obtain the following information about you: name, company name, email address, telephone number, credit card details, billing address, geographic location, IP address, survey responses, support queries, blog comments and social media handles (together 'Personal Data').

Our services are not directed to persons under 18 and we do not knowingly collect Personal Data from anyone under 18. If we become aware that a child under 18 has provided us with Personal Data, we will delete that information as quickly as possible. If you are the parent or guardian of a child and you believe they have provided us with Personal Data without your consent, then please contact us.

You can review, correct, update or delete your Personal Data by either logging into your account and making the changes yourself or contacting us directly to do so.

### HOW WE USE YOUR INFORMATION

*Personally Identifiable Information:* We use the information we collect to deliver our services to you, including: communicating with you, providing technical support, notifying you of updates and offers, sharing useful content, measuring customer satisfaction, diagnosing problems and providing you with a personalised website experience.

Marketing communications are only sent to you if you have requested or subscribed to them. You can opt out of our marketing communications at any time by unsubscribing or emailing us and your request will be actioned immediately.

*Non-Personally Identifiable Information:* We also use the information we collect in aggregated and anonymized forms to improve our services, including: administering our website, producing reports and analytics, advertising our products and services, identifying user demands and assisting in meeting customer needs generally.

Any information you choose to make publicly available, such as blog comments and testimonials on our website, will be available for others to see. If you subsequently

remove this information, copies may remain viewable in cached and archived pages on other websites or if others have copied or saved the information.

## STORAGE AND SECURITY OF YOUR INFORMATION

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. All information we receive from you is stored and protected on our secure servers from unauthorized use or access. Credit card information is encrypted before transmission and is not stored by us on our servers.

To enable us to deliver our services, we may transfer information that we collect about you, including Personal Data, across borders for storage and processing in countries other than Australia. If your Personal Data is transferred and processed outside Australia, it will only be transferred to countries that have adequate privacy protections.

We retain your personal information for as long as needed to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

In the event there is a breach of our security and your Personal Data is compromised, we will promptly notify you in compliance with the applicable law.

## COOKIES AND PIXELS

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyse website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third party services such as Google Adwords and Facebook Adverts. These ads may appear on this website or other websites you visit.

## SHARING YOUR INFORMATION WITH THIRD PARTIES

We do not and will not sell or deal in Personal Data or any customer information.

Your Personal Data details are only disclosed to third party suppliers when it is required by law, for goods or services which you have purchased, for payment processing or to protect our copyright, trademarks and other legal rights. To the extent that we do share your Personal Data with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in

this privacy policy and in accordance with applicable law. Our contracts with third parties prohibit them from using any of your Personal Data for any purpose other than that for which it was shared.

## DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of [griffithdietitian.com](http://griffithdietitian.com), our customers or third parties.

If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be transferred to a purchaser under a confidentiality agreement. We would only disclose your Personal Data in good faith and where required by any of the above circumstances.

## LINKS TO OTHER WEBSITES

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

## CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

## CONTACT US

If you have any questions or concerns at any time about our privacy policy or the use of your Personal Data, please contact us at [Jessica@griffithdietitian.com](mailto:Jessica@griffithdietitian.com) and we will respond within 48 hours.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern **griffithdietitian.com**'s relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to **griffithdietitian.com** and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

### **NO MEDICAL OR PERSONAL ADVICE**

The information and any services we provide on and through this website is for general information purposes and is not a substitute for any professional or medical attention, treatment, examination, advice or diagnosis. It is not intended to provide a clinical diagnosis nor take the place of proper medical advice from a fully qualified medical practitioner. You are responsible for consulting a medical professional before using any of the information or materials contained on or accessed through our website, before commencing any new regimes, making alterations to your diet, trying any treatment or taking any course of action that may directly or indirectly affect your health or well-being.

You agree that some of our Services may involve health or other personal and well-being management discussions. The Services and information should not replace discussions with qualified suitable healthcare professionals where relevant to their condition and should not be used to diagnose or replace any professional treatment or management of any particular existing condition. All decisions about any treatment and management of any condition must be made with a relevant healthcare professional and you agree and acknowledge that any reliance on any information, discussions or recommendations that may arise during the sessions, is done at your own risk. In engaging our Services, you agree you are at all times responsible for your own physical health and emotional well-being and that of any underage minor for whom you act as a guardian. We recommend that any pre-existing condition be treated by a suitable medical professional and that any information provided by the Services is not to be relied on in substitution.

'Services' includes any online materials, consulting, coaching, programs, sessions, products and all goods and services that may be accessed on or through our website from time to time.

You take full responsibility and risk for making any decision based on information on our website or in using our Services. You hereby agree to irrevocably release and waive any claims you may have now or in the future against us and we take no responsibility or liability whatsoever for any loss, damage or injury that may arise

from any person acting on any statement or information contained on this website and all such liabilities are expressly disclaimed.

## **REFUNDS**

Our try to ensure our services are provided with due care and skill, and we at all times abide by the Australian Consumer Protection legislation with respect to any refund. Any other refund is done in accordance with our refund policy and in our sole discretion.

## **COMPETITION AND CONSUMER ACT**

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), our liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

It is an essential pre-condition to you using our website that you agree and accept that **griffithdietitian.com** is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

You must be over 18 years of age to use this website and to purchase or use any of our Services.

## **LINKS TO OTHER WEBSITES**

We may, from time to time provide on the website, links to other websites, advertisements, recipes, wellness, diet and general information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between ourselves and the owners of those websites. We take no responsibility for any of the content found on the linked websites.

Our website may contain information or advertisements provided by third parties for which we accept no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only

and are not providing any advice nor do we take any responsibility for any advice received in this regard.

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To the fullest extent permitted by law, we absolutely disclaim all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. We give no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

## **YOUR PRIVACY**

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You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Our secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data we collect is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

### ***Third Parties***

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

### ***Disclose Your Information***

We may be required, in certain circumstances, to disclose information in good faith and where we are required to do so in the following circumstances: by law or by any



court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

## **EXCLUSION OF COMPETITORS**

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of JA Health and Nutrition or [www.Griffithdietitian.com](http://www.Griffithdietitian.com) . We expressly exclude and do not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then we will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. We reserve the right to exclude and deny any person access to our website, services or information in our sole discretion.

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## **WHOLE AGREEMENT**

These terms and conditions and any agreement you sign for our Services, represent the whole agreement between you and us concerning your use and access to our website, Services and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All

implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

## **EXCLUSION OF UNENFORCEABLE TERMS**

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## **AMENDMENT OF TERMS**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and our rights and obligations to each other.

## **JURISDICTION**

This agreement and this website are subject to the laws of New South Wales, Australia. If there is a dispute between you and **griffithdietitian.com** that results in litigation then you must submit to the exclusive jurisdiction of the courts of New South Wales.