

## 1) About this Site

- a) This Site is published by the Diabetic Association of Queensland Ltd ABN 18 009 790 327, trading as Diabetes Queensland of GPO Box 9824 Brisbane Qld 4001 as lead contractor for the provision of the *My health for life* Program.
- b) Your use of <http://www.myhealthforlife.com.au> and any other Site owned and operated by the Diabetic Association of Queensland Ltd is subject to these Terms of Use. If you do not accept these Terms of Use, you must refrain from using this Site.

## 2) Your Use of the Site

- a) You expressly agree that your use of this Site is at your sole risk.
- b) You agree to use this Site only for purposes that are permitted by these Terms of Use, any applicable law or regulation and/or generally accepted practices or guidelines.
- c) You agree that you will not engage in any activity that interferes with or disrupts this Site or the servers and networks that host this Site.
- d) You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this Site or features that prevent or restrict use or copying of any content or enforce limitation on the use of this Site or the content.
- e) You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- f) Diabetes Queensland may in its sole discretion and without notice to you restrict or stop (temporarily or permanently) providing access to this Site to you or to guests or members generally.
- g) As electronic Sites are subject to interruption or breakdown, access to this Site is offered on an “as is” and “as available” basis only.
- h) Diabetes Queensland may impose limits or restrictions on the use you make of this Site. Further for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use.
- i) Diabetes Queensland may withdraw this Site, or change or remove Site

functionality at any time without notice to you.

- j) To the full extent permissible by applicable law, Diabetes Queensland disclaims all warranties, express or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose.
- k) Diabetes Queensland does not warrant that this Site, its servers, or e-mail sent from Diabetes Queensland are free of viruses or other harmful components.
- l) Diabetes Queensland will not be liable for any damages of any kind arising from the use of this Site, including but not limited to direct, indirect, incidental, punitive and consequential damages.
- m) Certain state laws do not allow limitation on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you and you may have additional rights.
- n) You must take your own precautions to ensure that the process which you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- o) Diabetes Queensland will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties or malfunctions in equipment or software. If you have difficulties accessing the Site please contact Diabetes Queensland during business hours.
- p) You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you.

### 3) Relying on Information

- a) This Site is provided by Diabetes Queensland as a general information source only. You accept that any information provided is not in the nature of advice.
- b) Diabetes Queensland makes no statements, representations, or warranties about the timeliness, accuracy, completeness or reliability of any part of the Site and you should not rely on any information contained in the Site.
- c) Content pertaining to chronic disease prevention or other health information is

not a substitute for the advice of a health care professional and should not be relied upon as the basis for any decision or action.

- d) If you are experiencing any particular health problems, you should consult your general practitioner or other qualified health provider.
- e) You should seek independent advice from relevant industry professionals before acting or relying on any information or material which is made available to you on this Site.
- f) Diabetes Queensland attempts to be as accurate as possible when providing descriptions of services, events and resources. However, Diabetes Queensland does not warrant that content of this Site is accurate, complete, reliable, current, or error-free.
- g) Diabetes Queensland disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a result of the information being inaccurate or incomplete in any way or otherwise misleading.

#### 4) Security

- a) Where appropriate, Diabetes Queensland uses available technology to protect the security of communications made through the Site.
- b) Diabetes Queensland does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Site. Internet communications may be susceptible to interference or interception by third parties.
- c) Despite its best efforts, Diabetes Queensland makes no warranties that the Site is free of infection by computer viruses or other unauthorised software nor warrant and cannot ensure the security of any information you transmit to Diabetes Queensland.
- d) Diabetes Queensland will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software). Accordingly, any information which you transmit to us is transmitted at your own risk.

#### 5) Electronic Communications

- a) By visiting the Site you are engaging in electronic communication.
- b) Electronic communication includes but is not limited to the sending of e-mails.
- c) You agree that all communication including but not limited to agreements, notices, disclosures provided electronically satisfy any legal requirements that such communication be in writing.
- d) This Site contains communication facilities including but not limited to chat rooms which provide for feedback by users to Diabetes Queensland, interaction between users and notice services.

## 6) License

- a) Diabetes Queensland grants you a limited license to access and make personal use of this Site.
- b) Your use is restricted and you are not permitted to download (other than page caching), modify it, or any portion of it, except with express written consent of Diabetes Queensland.
- c) This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.
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- f) You may not use any meta tags or any other "hidden text" utilising Diabetes Queensland's name or trademarks without the express written consent of Diabetes Queensland.
- g) Any unauthorised use terminates the permission or license granted by Diabetes Queensland.

- h) You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Diabetes Queensland so long as the link does not portray Diabetes Queensland, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.

## 7) Liability

- a) You agree to indemnify Diabetes Queensland to the extent permissible by law, from any loss, damage, claim, cost and expense (including legal costs on a full indemnity basis) suffered or incurred by Diabetes Queensland arising from a claim by a third party in connection with or arising from your use of a Communication Facility.
- b) You agree that you will not post or transmit messages via any Communication facility that:
- i) is unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent, constitute (or encourages conduct that would constitute) a criminal offence, gives rise to civil liability or are otherwise objectionable;
  - ii) infringes any copyright, trademark, patent, design, confidentiality or other intellectual property rights of any other person;
  - iii) impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
  - iv) is for purposes of spamming or obstructing the normal operation of the Diabetes Queensland Site or another user of the Site's computer facilities;
  - v) contains any virus or other harmful component;
  - vi) is an invasion of privacy or any other third party rights;
  - vii) is otherwise, within Diabetes Queensland's reasonable opinion, not within the spirit of the Communication Facility;
  - viii) is unsolicited advertising or promotional material;
  - ix) is material in which the copyright is owned by another person or entity and you warrant that all material posted is your original work and not sourced from any third party.

## 8) Intellectual Property Rights

- a) You acknowledge that any intellectual property rights including but not limited to trademarks, logos, button icons, images, audio clips, digital downloads, data compilations, and software graphics is the property of Diabetes Queensland or in some cases a related body corporate of them, or third party and that these remain the property of their respective owners and must not be used without written prior consent of the owner.
- b) These intellectual property rights are protected by Australian and international laws and nothing in these Terms of Use gives you a right to use any of them.
- c) Nothing contained on this Site is to be interpreted as a recommendation to use any information of this Site in a manner which infringes the intellectual property rights of any person.
- d) You may view this Site and its contents for personal and non-commercial use only and subject to the *Copyright Act 1988* and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transit, publish or display within another Site or create derivative works from any part of this Site or commercialise any information obtained from any part of this Site without prior written consent of Diabetes Queensland or, in the case of third party material, from the owner of the copyright in that material.
- e) You may not modify or copy the layout or appearance of this Site nor any computer software or code contained in this Site, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this Site.

## 9) Making a Transaction

- a) Transactions are made by completing an on-line registration form.
- b) You warrant that information provided by you in your registration form is complete, current, and accurate and is not misleading, and that you will not misrepresent your identity.
- c) You agree that Diabetes Queensland may rely on that information in order to complete your transaction, and Diabetes Queensland disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a

result of the information being inaccurate or incomplete in any way or otherwise misleading.

## 10) Security

Diabetes Queensland uses Secure Sockets Layer (SSL) software, which is the industry standard for secure online commerce transactions. It encrypts all of your personal information, including name and address, so that it cannot be read as the information travels over the Internet.

## 11) Specific Warnings

You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you.

Diabetes Queensland does not warrant that the details on this Site concerning the services provided by Diabetes Queensland will satisfy the laws of any other country.

## 12) Indemnification

You hereby agree to indemnify, defend and hold Diabetes Queensland, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all Claims, loss, damage, tax including GST, liability and/or expense that may be incurred by Diabetes Queensland, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives arising out of or in connection with the performance of its duties as described in these Terms of Use (except as caused by its gross negligence or wilful misconduct) including without limitation the legal costs, fees and expenses of defending itself against any Claim by any parties arising out of the use of this Site by you.

## 13) Applicable Laws

Use of the Diabetes Queensland's Site and these Terms of Use are governed by the laws of the State of Queensland, Australia. Any claim relating to use of the Site shall be heard by Queensland Courts. If you choose to access this Site



from a location outside Australia, you do so on your own initiative and are responsible for compliance with applicable local laws.

## 14) Termination

- a) Diabetes Queensland may in its sole discretion terminate these Terms of Use and/or your membership and use of the Site (or any part) at any time with or without notice and for any reason including circumstances where the organisation suspects that you have provided false or misleading registration information, interfered with other users or the administration of this Site, or violated these Terms and Conditions.

## 15) Notices

- a) Notices to you may be made via either e-mail or post to the address(es) contained in your registration or as otherwise updated by you.
- b) You agree that where Diabetes Queensland sends you an e-mail in connection with this Site, the message is deemed received by you when the organisation sends the message addressed to an e-mail address nominated in your registration or as otherwise updated by you using this Site.

## 16) General Provisions

- a) If any of these Terms and Conditions is determined to be unlawful, void or for any reason unenforceable, then that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of the remaining provisions.
- b) If there is any inconsistency between these Terms and Conditions and any other documentation included in the Site, these Terms and Conditions prevail.
- c) These Terms and Conditions, as they may be varied from time to time, constitute the entire agreement between Diabetes Queensland and you with respect to your membership and use of the Site.
- d) In these Terms of Use, a reference to Diabetes Queensland includes their employees, officers, agents and contractors from time to time.
- e) You agree to hold harmless Diabetes Queensland and its Directors and



employees from all claims arising out of, or related to, your access or use of, or your inability to access or use, this Site or the information contained in this Site or other Sites to which it is linked, including but not limited to claims that you have found something you have heard, viewed or downloaded from this Site or another Site to which it is linked to be obscene, offensive, defamatory, or infringing upon your intellectual property rights.

- f) In no event will Diabetes Queensland or the contributors of information to this Site be liable to you or anyone else for any decision made, or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.
- g) Diabetes Queensland reserves the right to change these terms and conditions at any time.

## 17) Privacy

Diabetes Queensland respects your right to privacy. Please read the *My health for life* Privacy Policy for full details.

## 18) Acceptance of these Terms of Use

Your continued use of this site is considered to be acceptance of all terms and conditions contained in this Terms of Use.