

Terms of Use

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- 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.

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- 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.
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- 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.
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- p) You must ensure that your access to this site is not illegal or prohibited by laws which apply to you.

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- b) Diabetes Australia 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.

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- d) Diabetes Australia 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.

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- 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 Australia, interaction between users, and notice services.

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 - iv) Is for purposes of spamming or obstructing the normal operation of the Diabetes Australia site or another user of the site's computer facilities.
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 - vi) Is an invasion of privacy or any other third party rights.
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9. Making a transaction

- a) Transactions are made by completing an online 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 Australia may rely on that information in order to complete your transaction, and Diabetes Australia disclaims

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10. Security

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11. Specific warnings

You must ensure that your access to this site is not illegal or prohibited by laws which apply to you. Diabetes Australia does not warrant that the details on this site concerning the services provided by Diabetes Australia will satisfy the laws of any other country.

12. Indemnification

You hereby agree to indemnify, defend and hold Diabetes Australia, 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.

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Use of the Diabetes Australia'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 Australia 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 email or post to the address(es) contained in your registration or as otherwise updated by you.
- b) You agree that where Diabetes Australia 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 Australia and you with respect to your membership and use of the site.
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