

## **Terms and Conditions**

### **Website Privacy Policy and Security**

Any personal information or material sent to Vitasoy websites are subject to the Vitasoy [Privacy Policy](#). The Vitasoy [Privacy Policy](#) forms a part of these Terms and Conditions.

Information sent by you to us through this website is not encrypted. You acknowledge that we do not guarantee the security of the content of any such information, and it is entirely your responsibility to satisfy yourself as to whether our security measures are sufficient for your requirements.

### **Accuracy, Completeness and Timeliness of Information**

We are not responsible if the information that we make available on this website is not accurate or complete. We only provide the content on, or accessed through this website, for general information purposes only. You must make your own assessment of the suitability of the content for your own purposes. You are solely responsible for the actions you take in reliance on the content on, or accessed through, this website. Without limiting the generality of the above, no content on or accessed through this website should be treated as constituting, nutrition or professional advice and should not be relied on as such. Specialist nutrition or professional care and advice should always be sought for your particular circumstances from your nutritionist or other professional adviser. We may change the content described on this website at any time without prior notice. You agree that it is your responsibility to monitor any changes to the material and the information contained on this website.

### **Availability**

We do not represent or warrant that this website will be accessible or available on a timely basis, or that access to this website will be uninterrupted or error free. Nothing in these Terms and Conditions obliges us to continue operating all or any part of this website. We may modify or close down this website (or part of it) at any time without any liability on our part.

### **Transmission**

Any non-personal communication or material you transmit to this website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, or will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of Vitasoy and may be used for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting without further reference or payment to you. Furthermore, Vitasoy is free to use for any purposes whatsoever (including but not limited to the developing, manufacturing, advertising and marketing of products) any ideas, artwork, inventions, developments, suggestions or concepts contained in any communication you send to this website. Any such use is without

reference or compensation to you. By submitting information, you are also warranting that you own the material/content submitted, that it is not defamatory and that Vitasoy's use will not violate any third party's rights. Vitasoy is under no obligation to use the information submitted.

### **Prohibited Activity**

You are prohibited from doing any act that Vitasoy, in its reasonable discretion, may deem to be inappropriate, improper, injurious, offensive and/or would be deemed to be an unlawful act or is prohibited by any laws, ordinances, rules, regulations, codes and codes of all regulatory bodies applicable to this website including but not limited to:

- Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent) or any other of the legal rights of individuals;
- Using this website to defame or libel Vitasoy, its employees or other individuals or acting in such a way that brings into disrepute the good name of Vitasoy;
- Uploading files that contain viruses that may cause damage to the property of Vitasoy or the property of other individuals.

You and Vitasoy agree that any controversy or claim arising from or pertaining to the use of this website shall be governed by the laws of Victoria. You submit to the non-exclusive jurisdiction of the courts of Victoria.

You agree not to damage or disrupt this website.

### **Intellectual Property Rights**

Unless otherwise indicated, all copyright and other intellectual property rights in all information, data, text, graphics, images, logos, trade marks and other materials on this website are the property of Vitasoy or are included with the permission of the relevant owner.

Except as expressly prohibited in relation to particular content, you are permitted to browse this website, reproduce extracts by way of printing, downloading to a hard disk or for the purposes of distribution to other individuals. This is only to be done on the proviso that you keep intact all copyright and other proprietary notices. No reproduction of any part of this website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website.

You must not use any trade marks, service marks or logos which appear or are used on this website, nor do anything to prejudice the rights of the owner or licensee of such trademarks, service marks or logos. Nothing contained on this website should be construed as granting any license or right to use any trade mark displayed on this website. Your use/misuse of the trade marks displayed on this website, or on any other content on this website, except as provided for in these Terms and Conditions, is strictly prohibited. Vitasoy reserves all its rights to enforce its intellectual property rights to the fullest extent of the law.

References to Intellectual Property include the design of, and all content appearing on, this website, trademarks (including logos), domain names, copyright, rights in computer software, databases and lists, confidential information and know-how, whether registered or unregistered.

## **Sharing**

Vitasoy may share aggregated demographic information with its affiliates, partners and advertisers. This is not linked to any personal information that can identify any individual person.

## **Links to Other Websites**

Links on the Vitasoy websites may take you outside the Vitasoy network to third party websites and Vitasoy makes no representations and accepts no responsibility for the content, accuracy or function of these other websites. The inclusion of any link to other websites does not imply endorsement by Vitasoy. We highly recommend that you make yourself aware of and carefully read the legal and privacy notices of all other websites that you visit.

You must not create a link to any part of this website, unless expressly permitted on this website, other than solely for your own personal/domestic, informational or non-commercial purposes, without our prior written consent.

If this website contains third party advertisements (such as banner ads or referral buttons) which contain embedded links to other sites where goods or services are advertised, the placement of such advertisements on this website does not constitute the recommendation or endorsement by us or any goods or services advertised by the third party. The third party advertiser is solely responsible to you for any representations or offers made by it, and for any goods or services which you agree to purchase or acquire from those third parties.

## **Warranties and Disclaimers**

Your use of this website is exclusively at your own risk.

This website is provided to you on an "As Is" and "As Available" basis and, consequently, to the maximum extent permitted by law, Vitasoy gives no warranties of any kind, whether express, implied, statutory or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) including warranties or representations that material on this website will be complete, accurate, reliable, timely, non-infringing to third parties; that access to this website will be un-interrupted or error-free; that this website will be secure; that any advice or opinion obtained from Vitasoy through this website is accurate or to be relied upon and any representations or warranties thereto are expressly disclaimed.

## **Liability**

To the extent permitted by law, we, including any of our subsidiary companies and each of our respective officers, employees, agents, contractors, or agents, will not be liable or accept any responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses, claims, expenses or liabilities whatsoever arising out of or relating to your access to, use, inability to use, change in content of this website or arising from any other website you access through a link from this website or from any actions we take or fail to take as a result of any electronic correspondence or messages you send us, or your reliance upon information contained upon this website. Without limiting the previous sentence, the Company and Staff will have no liability for any loss, damage, claim, expense, cost or liability you suffer as a direct or indirect result of any:

- A. failure to receive any electronic message from you or any other person using this website, or any corruption of any such message;
- B. inaccuracy of any information contained on this Web Site;
- C. action taken by you as a result of information contained on this website;
- D. temporary or permanent unavailability of this website;
- E. interception of, or any other unauthorised dealing with, any electronic message sent by you or any other person using this website;
- F. defect in, or problem with, any computer system or communication link;
- G. delays in electronic communication; or
- H. unavailability of, or defect in, any products advertised on this website.

To the extent permitted by law, Vitasoy does not accept any responsibility to maintain the material and services made available on this web site or to supply any corrections, updates, or releases in connection therewith. Any material on this website is subject to change without notice.

Further, Vitasoy shall have no liability or any responsibility whatsoever for any loss suffered caused (whether negligently or otherwise) by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from this website. If you choose to download material from this website you do so at your own risk. Certain legislation may imply warranties, terms or conditions which cannot be excluded, restricted or modified. If those statutory provisions apply, to the extent to which Vitasoy is entitled to do so, its liability will be limited at its option to (a) in the case of services, the lowest of the cost of supplying the services again and having the services supplied; and (b) in the case of goods, the lowest of the cost of replacing the goods, obtaining equivalent goods or having the goods repaired.

You agree to indemnify the us and keep the us indemnified in respect of any claim, liability, loss, damage, cost (including any legal cost) or expense which we may suffer or incur as a direct or indirect result of your wilful or negligent act or omission with regard to this website (or any part of its content and functions) or your breach of these Terms and Conditions.

## **Cookies**

Cookies are data files stored on your computer after you access certain websites. Cookies are primarily used to identify visitors when they return to a site, so that certain information already provided by the visitor to a site is not required to be provided again. Cookies are also used to gather data on which areas of a site are visited frequently and which are not. Keeping data on which areas of a site are most popular allows a site operator to better plan and enhance the site. Cookies are useful, and are used by us in this manner. We acknowledge that some users may wish to disable cookies. This can be done by changing your web browser settings. To find out more about cookies, visit an appropriate web site, such as Cookie Central.

## **IP Address**

Vitasoy's web servers (and our feedback forms on the web) gather your IP address to help diagnose problems with our service, to administer our website, and to gather broad user information (for example, which areas of our website are visited most frequently). Such user information is gathered in aggregate only and cannot be traced to an individual user.

## **Viruses**

We do not warrant that any data (including any file) obtained through the website is free from computer viruses or other faults or defects. It is your responsibility to ensure that you use appropriate virus scanning software. We will not be liable for any loss or damage caused (whether negligently or otherwise) by any virus transmitted through this website.

## **Additional Terms**

You may need to agree to additional terms and conditions for any promotions or competitions which may be available to you from time to time through this website, prior to being able to participate in such promotions or competitions. Any such additional terms and conditions must be read in conjunction with these Terms and Conditions and to the extent of any inconsistency, these Terms and Conditions will prevail.

## **Termination**

We reserve the right to restrict or terminate your access to this website or any feature of this website or any feature or part thereof at any time without notice and without liability. Any indemnities given by you and limitations on our liability will survive such termination. Any termination of your right to use or access any part of this website will not affect any rights which have accrued to or have been accrued by either you or us prior to termination.

## **Compliance with Laws**

You must comply with all applicable laws, ordinances, rules, regulations codes, and codes of all relevant regulatory bodies in relation to your access to, or use of this website.

## **Legal Notice Update**

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information. By continuing to use this website after any such amendment, you are deemed to have agreed to the amended Terms and Conditions.

If any provision of these Terms and Conditions is held void, unenforceable or illegal, that provision will be severed, and the rest of these Terms and Conditions will have full force and effect.

A right relating to these Terms and Conditions may only be waived by us in writing. Our failure to exercise or enforce any rights or any provision of these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

### **Contacting Us**

If you have any questions or queries in relation to this website or these Terms and Conditions, please contact us (our contact details are set out on our [Get in Touch](#) page).