

Sanulac Nutritionals Australia Website Terms of Use

1. Introduction

1.1 This is a website operated by Sanulac Australia Pty Ltd (31 160 607 509) and/or its associated entities (as that term is defined *Corporations Act 2001*) (**the Website**). The Website is operated on behalf of Sanulac Australia Pty Ltd and its associated entities (together called the "Sanulac"). Your use of the information, graphics and materials on the Website (**Materials on this website**) is governed by these Terms of Use.

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1.2 In addition to the terms contained in this document, there are also specific terms which form part of the terms of use and govern your use of, and access to, certain sections of the Website. Since you are bound by these additional terms, you should review them whenever they are accessible by you on the Website.

2. Content and Trade Marks

2.1 Sanulac Australia Pty Ltd and the Sanulac Logo, and any other logo of the Sanulac are trademarks of the Sanulac (**Trade Marks**). All material on the Website, including the text, information, graphics, logos, design, layout, downloads, pricing, products and services (**Content**) is owned by or licensed to the Sanulac either jointly or separately. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store Content or Trade Marks for any purpose, other than with the prior written consent of the Sanulac, or as permitted by law. All rights of the Sanulac are reserved.

2.2 Trademarks used on this website to describe third parties and their products are trademarks of those third parties.

3. Linking and Third Party Content

3.1 The Website may contain links to or display the content of third parties (**Third Party Content**) including links to websites operated by other organisations and individuals (**Third Party Websites**).

3.2 Third Party Content and Third Party Websites are not under the control of the Sanulac. The Sanulac does not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely on Third Party Content or Third Party Websites, you do so solely at your own risk.

4. Your conduct

4.1 You must not:

- (a) use the Website in breach of any applicable laws or regulations;
- (b) use the Website to the competitive disadvantage of the Sanulac or any of its brands;
- (c) use the Website to harm, abuse, harass, stalk, threaten or otherwise offend others;

- (d) interfere with, disrupt, or create an undue burden on Website;
- (e) upload, post, transmit or otherwise make available any material that:
 - (i) is not your original work, or which may infringe the intellectual property of another person;
 - (ii) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent, or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - (iii) includes an image or personal information of another person unless you have their consent;
 - (iv) you know or suspect, or should reasonably know or suspect, to be false, misleading or deceptive;
 - (v) contains large amounts of untargeted, unwanted or repetitive content; or
 - (vi) contains financial, legal, medical or other professional advice.

Without limiting the above, you will not and will not permit a third party to:

- (f) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the Content;
- (g) use, obtain, or attempt to obtain from the Website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; and
- (h) do anything which will or may damage, disrupt access to or interfere with the proper operation of the website.

If you believe that a user has breached any of the above conditions, please contact us.

- 4.2 The Sanulac reserves the right to block or suspend any user of its websites, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the website by any user, without notice. By uploading, transmitting, posting or otherwise making available any material via the Website, you grant the Sanulac a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit and exploit the material in any form and for any purpose, and unconditionally waive all moral rights as defined by the *Copyright Act 1968*.
- 4.3 The Sanulac is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the website by any person other than the Sanulac. The Sanulac does not endorse any opinion, advice or statement made by any person other than the Sanulac.

4.4 You agree to indemnify the Sanulac (jointly and separately) and each of the officers, employees, agents, contractors, suppliers and licensors (collectively **Affiliates**) of the Sanulac] in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Terms of Use, or any other default or wrongful conduct in relation to the subject matter of these Terms of Use, on the part of you or any of your Affiliates.

5. Disclaimer

5.1 By accessing our website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by this Website or by any Third Party Content or Third Party Website. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with this Website are hereby excluded. By accessing the Website, you agree to indemnify the Sanulac (jointly and separately) for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with your access to the Website.

6. Privacy

6.1 The Sanulac Privacy Policy is incorporated by reference into these Terms of Use. By using the Website, you agree to the Privacy Policy.

7. Jurisdiction

7.1 These Terms of Use are governed by the laws of New South Wales, Australia.

8. Contact

8.1 If you have any queries regarding these Terms of Use, please contact us.