

Website Terms of Use – Natural Strength

1 Definitions

In these terms of use:

- (1) **we, us** or **our** means Natural Strength Pty Ltd (ABN 73 672 418 370);
- (2) **Website** refers to <https://naturalstrength.au/> and any app, mobile app and all other sites relating to our business and services; and
- (3) **you** or **your** refers to you, being the user of the Website.

2 General

2.1 Entire agreement

- (1) These are the terms and conditions which govern your access to and/or use of the Website.
- (2) By accessing and/or using the Website, you are agreeing to these terms of use.
- (3) These terms of use incorporate any other terms and conditions we provide to you or publish within the Website from time to time.

2.2 Amendments

- (1) We reserve the right to amend these terms of use from time to time without giving you any explanation or justification for such changes.
- (2) Amendments to these terms of use will be effective immediately upon being published on the Website.
- (3) You should check these terms of use every time you visit the Website as we may make changes to the terms of use without letting you know.
- (4) Your continued access to and/or use of the Website following changes to these terms of use will represent your agreement to be bound by the terms of use as amended.

3 Temporary access

- (1) Access to the Website is permitted on a temporary basis and we reserve the right to withdraw, amend or restrict access to the Website (or any part of it) without notice to you.
- (2) We will not be liable if for any reason the Website (or any part of it) is unavailable at any time or for any period.
- (3) We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

4 Authority

You warrant that:

- (1) your access to and/or use of the Website creates legal binding obligations for any liability you may incur as a result of accessing and/or using the Website;
- (2) the information you supply via the Website will be accurate and not misleading, deceptive or

Website Terms of Use – Natural Strength

likely to mislead or deceive; and

- (3) if you are less than eighteen (18) years of age, then you have the consent of your parent or guardian to use the Website.

5 Disclaimers and Liability

- (1) To the maximum extent permitted by law, the material and content displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy, reliability, timeliness, merchantability, fitness for any particular purpose or otherwise.
- (2) We do not warrant, guarantee or make any representation in relation to and will not be liable for:
 - (a) the Website, or the server that makes the Website available on the internet, being free of viruses;
 - (b) the functions contained in any software contained on the Website being uninterrupted or error-free;
 - (c) errors and defects in the Website being corrected;
 - (d) errors or omissions in the Website, or any linked sites;
 - (e) delays to, interruptions of or cessation of the Website, or any linked sites;
 - (f) defamatory, offensive or illegal conduct of any user of the Website; and
 - (g) any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your access to and/or use of the Website or to your downloading of any material posted on it, or on any linked sites on the Website,

including whether caused through our negligence or the negligence of our employees, contractors or agents, or through any other cause.
- (3) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing and/or using the Website.
- (4) You agree that:
 - (a) we will not be liable for any loss or damage suffered by you as a result of your reliance on material and information on the Website and the matters contained in paragraphs (1) and (2); and
 - (b) you must not make a claim (of any nature whatsoever) against us in relation to any such loss or damage.
- (5) Despite anything else contained in these terms of use and to the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future, contingent or consequential (including but not limited to any loss or damage arising from a breach of contract or agreement, tort, or any other basis in law or equity including, but without limitation to, loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of goodwill, indirect or remote or unforeseeable loss, loss of reputation, future reputation or publicity, or any similar loss which was not contemplated by the parties) (**Liability**) suffered by you or any third party, arising from or in connection with:
 - (a) your access to and/or use of the Website;

Website Terms of Use – Natural Strength

- (b) the content of the Website;
 - (c) any inaccessibility of, breakdown, compromise of or interruption to or outage of the Website;
 - (d) any loss or corruption of data; and/or
 - (e) the fact that the content on the Website is incorrect, incomplete or out-of-date.
- (6) To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute that impose any Liability on us are expressly excluded.

6 Intellectual property

6.1 Our intellectual property

- (1) Unless otherwise expressly stated, we are the absolute owner or licensee of all intellectual property and contents of the Website (including all photographs, images, graphics, trade marks, video, audio, text and other items) and that are protected by Australian copyright laws and other intellectual property laws.
- (2) Unless otherwise expressly permitted in these terms of use:
 - (a) you must not copy, reproduce, manipulate, modify, distribute, publish, display, transmit or create any derivative works from any part of the Website in any format without our written consent; and
 - (b) you must obtain written permission before reusing any copyrighted material or intellectual property that is published on the Website.
- (3) Any unauthorised use of the materials appearing on the Website may violate copyright, trade mark and other intellectual property rights or legal protections and could result in criminal or civil penalties.

6.2 Intellectual property, materials and information supplied by you

- (1) You agree to the following when providing any material and/or information to us through, or in connection with, the Website:
 - (a) Any comment, feedback, idea or suggestion (**Comments**) which you provide to us becomes our property. If in future we use the Comments in promoting the Website, our services, business or in any other way, we will not be held liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use the Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted the Comments.
 - (c) You are authorised to provide the material and/or information.
 - (d) The material and/or information is not defamatory or a malicious falsehood in relation to any product, service or person.
 - (e) The material and/or information does not infringe any intellectual property rights.
 - (f) The material and/or information does not infringe any legislation or regulations.
 - (g) You grant us a perpetual, non-exclusive and fee-free licence throughout the world to:
 - (i) reproduce, use and exploit the material and/or information, as part of the Website and our services, to the full extent permitted by law; and

Website Terms of Use – Natural Strength

- (ii) allow us to sub-licence others the same rights granted to us.
- (h) We may remove any material and/or information at any time without giving any explanation or justification for removing the material and/or information.
- (i) We have no liability for any costs, losses or damages of any kind, which you may incur, arising whether directly or indirectly in relation to or in connection with any material and/or information supplied by you and as a consequence of removing any material and/or information from the Website.
- (j) You will at all times indemnify and keep us indemnified from and against any loss or liability including legal costs arising from any claim, demand, suit, action or proceeding by any person against us where such loss or liability arose out of, in connection with or in respect of your breach of these terms of use and publication of or distribution of the material and/or information supplied by you.

7 Personal use

- (1) The Website is for your personal, non-commercial use only. You are permitted to display, copy, distribute, download and print in hard copy portions of the Website but only for the purposes of:
 - (a) obtaining information from us; or
 - (b) information sourced for your own personal purposes.
- (2) The licence to access and use the information on the Website does not include the right to:
 - (a) do anything which is expressly prohibited by these terms of use;
 - (b) re-sell and/or re-distribute the contents and material of the Website in any material form;
 - (c) re-transmit the contents and material of the Website in any media;
 - (d) use any data mining robots or other extraction tools; and
 - (e) metatag or mirror the Website.
- (3) You must not use the Website, or any of the content, for commercial purposes without obtaining a licence to do so from us.
- (4) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- (5) You must not establish a link from any website that is not owned by you. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

8 Linked websites and content

- (1) We make no representation about any website or content accessed through a link on the Website. The fact that the Website contains links to other websites does not constitute any endorsement by us of that website or the products and services being offered through that website.
- (2) We have no control over a linked website and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of linked websites will be subject to the terms and use within each such linked site.

Website Terms of Use – Natural Strength

- (3) You agree that we will not be liable to you for any loss or damage you suffer by the use of any website not maintained and controlled by us.
- (4) Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on the Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation.
- (5) Any trade marks/names featured on the Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

9 Errors within the Website

The Website displays a wide variety of information. Although we use our reasonable endeavours to ensure that the information on the Website is correct, there may be times where errors or omissions have unfortunately been made and therefore we do not warrant that the Website will be error-free. In that regard:

- (1) we reserve our right to correct any such errors or omissions without any claim being made against it; and
- (2) you acknowledge that any reliance upon any advice, opinion, statement, advertisement, or other information displayed or distributed through the Website is at your sole risk and we will not be responsible or liable for any loss or damage that results from the use of the information on the Website.

10 Restrictions

Unless otherwise permitted by these terms of use, you must not do any of the following at any time:

- (1) Copy any ideas, functions, features or graphics, or otherwise derived, from the Website for any purpose, including but not limited to development of a similar service or Website.
- (2) Duplicate our content or other materials or otherwise translate, adapt or create derivative works, in whole or in part.
- (3) Modify or copy the layout or any computer software and code contained in the Website.
- (4) Tamper with or attempt to bypass functionality that operates to enforce these terms of use.
- (5) Use, post, transmit or introduce any software, routine or device that interferes or attempts to interfere with the operation, integrity or performance of the Website, or attempts to gain unauthorised access to the Website, our systems or third party data.
- (6) Use the Website to store or transmit infringing, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights.
- (7) Claim any sponsorship, affiliation or endorsement by us (other than where we have expressly in writing agreed for you to do so).
- (8) Act in a manner that is abusive to our employees, contractors, other agents or partners.
- (9) Commit or encourage a criminal offense.
- (10) Transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene.

Website Terms of Use – Natural Strength

- (11) Hack into any aspect of the Website, corrupt data or cause annoyance to other users of the Website.
- (12) Infringe upon the rights of any other person's proprietary rights.
- (13) Send any unsolicited advertising or promotional material, commonly referred to as “spam”.
- (14) Attempt to affect the performance or functionality of any computer facilities of or accessed through the Website.

11 Indemnity

By accessing and/or using the Website, you agree to indemnify and hold us harmless from all claims, liability, actions, damages, costs and expenses including legal fees arising from or in connection with your access and/or use of the Website or your breach of these terms of use.

12 General provisions

- (1) If any part of these terms of use are found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these terms of use and the severed part will not affect the validity and enforceability of any remaining provisions.
- (2) No delay or failure by us to enforce our rights or to do anything is to be taken as a waiver of that right. A waiver can only be undertaken where our authorised representative signs any such waiver.
- (3) These terms of use and your use of the Website are governed by and must be construed according to the law of New South Wales, Australia and you submit to the exclusive jurisdiction of the courts in New South Wales.
- (4) We may at any time, assign any of our rights or transfer by novation any of our rights and obligations under these terms of use to any person or persons without your consent. You cannot assign or transfer your obligations under these terms of use without our prior written consent.

13 Problems or questions

If you become aware of any ongoing concerns or problems with the Website, please contact us immediately as we take these issues seriously and will work with you to reasonably address these concerns.
