

REBECCA GAWTHORNE – DIETITIAN & NUTRITIONIST OF NOURISH NATURALLY

TERMS OF USE

REBECCA GAWTHORNE – DIETITIAN & NUTRITIONIST TERMS OF USE

Your use of rebeccagawthorne.com.au website is subject to:

- these Terms of Use;
- the Copyright Notice;
- our Privacy Statement; and
- any other terms, conditions, notices or disclaimers displayed on the Rebecca Gawthorne – Dietitian & Nutritionist website

(collectively “**Website Terms**“).

By using the Rebecca Gawthorne – Dietitian & Nutritionist website you will be deemed to accept the Website Terms and agree to be bound by them.

CHANGES TO THE WEBSITE TERMS

We may change the Website Terms from time to time by publishing an updated version. By continuing to use this website you will be deemed to accept the updated Website Terms and agree to be bound by them.

REGISTRATION MAY BE REQUIRED TO ACCESS

We may require you to register with us in order to access some parts of the Rebecca Gawthorne – Dietitian & Nutritionist website.

Where you register with us, you must keep your registration details confidential; you will be responsible for any access to the Rebecca Gawthorne – Dietitian & Nutritionist website using your registration details, even if the access is by another person.

NO UNLAWFUL, INFRINGING OR OFFENSIVE ACTIVITY

You must not post or transmit to or via the Rebecca Gawthorne – Dietitian & Nutritionist website any information or material or otherwise use the Rebecca Gawthorne – Dietitian & Nutritionist website for any activity which breaches any laws or regulations, infringes

a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

NO VIRUSES OR OTHER INTERFERENCE

You must not transmit to or via the Rebecca Gawthorne – Dietitian & Nutritionist website any virus or other information or material or otherwise use the Rebecca Gawthorne – Dietitian & Nutritionist website in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Rebecca Gawthorne – Dietitian & Nutritionist website;
- inhibits any other user from using the Rebecca Gawthorne – Dietitian & Nutritionist website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

WE MAY SUSPEND OR TERMINATE YOUR ACCESS

We may suspend or terminate your access to all or any part of the Rebecca Gawthorne – Dietitian & Nutritionist website at any time, if you breach these Website Terms in our reasonable opinion.

CONTENT THAT YOU SUBMIT TO THE REBECCA GAWTHORNE – DIETITIAN & NUTRITIONIST WEBSITE

This section applies if you submit, post, transmit or otherwise make any material available via a Rebecca Gawthorne – Dietitian & Nutritionist website (“**your content**”).

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free and transferable licence to use, reproduce, modify, adapt, publish and/or communicate to the public your content for the reasonable purposes of our business, and the right to sub-license those rights to others.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

OUR LIABILITY TO YOU

To the maximum extent permitted by law, we exclude any liability to you that may arise as a result from your use of the Rebecca Gawthorne – Dietitian & Nutritionist website in connection with any business or personal purpose.

YOUR LIABILITY TO US

You are liable to us for breach of the Website Terms.

INCONSISTENT TERMS

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of the Rebecca Gawthorne – Dietitian & Nutritionist website (“**other terms**”), the other terms will govern to the extent of the inconsistency.

NO WAIVER FOR BREACHES

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

GOVERNING LAW

The Website Terms are governed by the law in force in the State of Queensland and the Commonwealth of Australia.

Last Updated: 25 June 2018

REBECCA GAWTHORNE – DIETITIAN & NUTRITIONIST’S PRIVACY POLICY

Privacy matters to us and we know it matters to you, so we are committed to protecting any information you provide to us.

This Privacy Statement explains how Rebecca Gawthorne – Dietitian & Nutritionist (hereafter “we” or “us”) collects, uses and protects your information. It applies to all visitors to the site, Australian or otherwise. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement and with adherence to the *Privacy Act 1988* and the thirteen Australian Privacy Principles found in the *Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth)*.

WHAT INFORMATION WE COLLECT

We may collect the following information when you communicate with us, use our site and/or purchase products or services:

- Names
- Contact information (including address, email address, phone number or mobile telephone number)
- Demographic information, including but not limited to, postcode, preferences, gender and interests
- Other information relevant to the purchase of our products or services (including but not limited to your date of birth, occupation, username or password and financial information (such as credit card or bank account numbers for billing purposes), our contact us section and customer surveys and/or offers.

Some of this information may be collected by cookies which help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not.

Sensitive information includes information about a person's race, ethnic origin, political opinions, health, religious or philosophical beliefs and criminal history. We may collect some forms of Sensitive Information. For example we may collect limited health information to provide personalised advice (if within the scope of our qualifications) and/or referrals to the appropriate health practitioner. We are subject to strict requirements in relation to sensitive information including to only collect and use sensitive information with consent or otherwise in accordance with applicable law such as the Privacy Act 1988.

WHAT WE DO WITH THE INFORMATION WE GATHER

We may use and disclose the information for a wide range of purposes including:

ADMINISTRATION

Your information helps us to properly manage the products and services we provide to you and to maintain and update our records. For example, we need to be able to verify your identity to detect, prevent and address fraud, security or technical issues. We also use your information for any charging and billing relevant to you.

COMMUNICATION

We need to be able to communicate with you in order to provide you with our products and services. We might do this on different types of mediums such as email, SMS, social media, search engines and web pages you may visit. This helps us enhance your experience with our products and services.

IMPROVEMENT

We're constantly working to not only maintain and improve our products and services but to develop new ones. We use information we hold to help us do this in a number of ways. For example, to operate, maintain, develop, test and upgrade our systems and online platforms. We may also use your contact details to ask for feedback in order to improve our products and services.

DEVELOPMENT AND ANALYSIS

It's important we understand your needs. One of the ways we do this is through using analysis business intelligence techniques. This gives us high level insights into things like usage patterns, network performance, demographic trends and other types of behavioural data. In many cases this information is aggregated and de-identified when analysed. We may share these anonymised insights with select partners. In some cases we may create insights with your information on an identified basis but in those cases we would need to do so with your consent or otherwise comply with privacy laws.

DIRECT MARKETING

We want to make sure that you know about all our products, services, special offers or other information that we think may be relevant and of interest to you. So sometimes we may use the information we hold to market and promote them directly to you. This also may include products, services and offers provided by one of our trusted partners. In some cases this marketing activity can continue after you've stopped using our products or services, and until you opt-out. You can stop us using your information for direct marketing by using the [contact page](#) on our site or unsubscribing if contacted via our email database.

MARKET RESEARCH

From time to time, we may also use your information to contact you for market research purposes. We may contact you by direct message on a third party social media platform, email, phone, fax or mail. We may use the information to customise the website according to your interests.

HOW DO WE KEEP YOUR INFORMATION SECURE?

We may store your information in hard copy or electronic format, and keep it in storage facilities that we own and operate ourselves, or that are owned and operated by our service providers.

We use a combination of technical solutions, security controls and internal processes to help us protect your information and our network from unauthorised access and disclosure.

WHEN DO WE SHARE YOUR INFORMATION?

We may share your information with third parties who provide services to us, including organisations and contractors that assist us with providing our products and services. These services include:

- customer enquiries and support services
- mailing operations, billing and debt-recovery functions
- information technology and network services
- market research, marketing, telemarketing and door-knocking services
- development, analysis and business intelligence functions.

We may also disclose your information to:

- your authorised representatives or advisers, or when you ask us to do so
- law enforcement and national security agencies, and other government and regulatory authorities as authorised or directed by law
- third parties who assist us in managing or developing our business

LINKS TO OTHER WEBSITES

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, please note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information, which you provide whilst visiting such sites. This privacy statement does not govern such sites. You should exercise caution and look at the privacy statement applicable to the website in question.

ACCESSING OR CORRECTING YOUR PERSONAL INFORMATION

You may also use the [Contact page](#) to request details of personal information, which we hold about you. A small fee will be payable.

If you believe that any information we are holding on you is incorrect or incomplete please contact us through the [Contact page](#). We will promptly correct any information found to be incorrect.

If you have any questions or concerns regarding your privacy whilst on our site, or you would like to update any personal or contact details, please reach out via the [Contact page](#).

REBECCA GAWTHORNE – DIETITIAN & NUTRITIONIST 'S WEBSITE + SOCIAL MEDIA DISCLAIMER

The information contained in this website and other related platforms of Rebecca Gawthorne – Dietitian & Nutritionist is for general information purposes only. Other related platforms include, but are not limited to Social Media (such as Facebook,

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Any advice found on this site should be checked with your health professional to ensure it is best for you. Information found on this site is based on personal experience only, unless stated otherwise. In any respect, you should not rely on any information found on this site as a substitute for, nor a replacement of, professional medical advice. You should always consult with your general practitioner or other relevant health-care professional prior to engaging in exercises, changing your diet, or changing your mindset. Do not disregard, avoid or delay obtaining medical or health related advice from your health-care professional because of something you may have read on this site.

OUR LIABILITY TO YOU

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website, or associated platforms.

WEBSITE OR SOCIAL MEDIA PLATFORM AVAILABILITY

Every effort is made to keep the website and social media up and running smoothly. However, Rebecca Gawthorne – Dietitian & Nutritionist, takes no responsibility for, and will not be liable for, the website or social media being temporarily unavailable due to technical issues beyond our control.

THIRD PARTY SITES, PRODUCTS AND SERVICES

Through this website and our social media sites you are able to link to other websites which are not under the control of Rebecca Gawthorne – Dietitian & Nutritionist. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services

provided at those sites. We have no control over the nature, content and availability of those sites. Likewise, we have no control over the claims, quality, availability and composition of products and services of other entities that are mentioned on this site or its associated platforms. You access those sites and use the information, products and services made available at those sites solely at your own risk.

REBECCA GAWTHORNE – DIETITIAN & NUTRITIONIST’S INTERACTIONS WITH THIRD PARTIES

The inclusion of any links/likes/follows/comments does not necessarily imply a recommendation or endorsement of the views expressed within the content that it is linked to.

COMMERCIAL RELATIONSHIPS DISCLOSURE

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We believe in professionalism in blogging and adhering to Australian Consumer Law. As such, all sponsored content will clearly be marked at the bottom of the blog post. The same applies on all other associated platforms. This may be done by written advice, orally in a video, or by the use of a hashtag. Such hashtags include, but are not limited to, #sp #sponsored #spon #collaboration #collab #ad #advert #advertisement #partner or any hashtag that includes part of one of these words, such as #[insert brand name]SP or #[insert brand name]collaboration or #[insert brand name]AD.

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- create a link to the Rebecca Gawthorne – Dietitian & Nutritionist websites on any site unless that site conforms to accepted standards of public decency and good taste, does not expose us to any risk of liability under any criminal or civil law (including liability arising from the infringement of a third party's rights) and does not disparage us or our goods or services; or
- create any link or use any link in any way to represent or imply falsely, deceptively or confusingly that:
 - we sponsor, endorse or are affiliated with or related to any third party (including you) or product; or
 - you are providing, or are the source of, any goods or services provided by us.

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Last updated: 2 July 2018