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**REBECCA GAWTHORNE - DIETITIAN & NUTRITIONIST**  
**TERMS AND CONDITIONS**

Last updated on 17 March 2020.

These terms and conditions (**Terms**) govern your use of Rebecca Gawthorne - Dietitian & Nutritionist website located at <https://www.rebeccagawthorne.com.au/> and, where applicable, our associated social media channels, our Platform (defined below) and third party sites we partner with (**Website**) and our supply of products and services through the Website. By using the Website, you agree to be bound by these Terms which form a binding contractual agreement between you, the user of the Website and us, REBECCA JOY STEWART ABN 25 824 959 476 operating under the business name REBECCA GAWTHORNE - DIETITIAN & NUTRITIONIST (**Rebecca Gawthorne – Dietitian & Nutritionist, our, we or us**).

These Terms set out the terms and conditions that apply when you use this Website and if you offer to purchase products through the Website (**Products**) and/or purchase our online health and nutrition services through the Website or any third party website hosting our services (**Services**).

We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

## **MEDICAL EMERGENCIES**

Rebecca Gawthorne - Dietitian & Nutritionist is an online health & nutrition platform providing nutrition advice and other health services online. If you require immediate medical attention, contact your treating general practitioner or call 000.

**DO NOT USE THE WEBSITE OR OUR SERVICES IF:** You have or think you may have an emergency or critical condition or symptom, including, but in no way limited to:

- severe chest pain
- heart attack
- stroke
- loss of consciousness
- severe bleeding
- breathing difficulty

If you are in doubt about the seriousness of your condition, the appropriateness or effectiveness of using this Website or our Services or believe that you, or anyone is in an urgent, dangerous or emergency situation, you should not use the Website or our Services and instead contact 000 immediately or seek alternative and appropriate medical services.

## DISCLAIMER

Rebecca Gawthorne - Dietitian & Nutritionist provides information that is general in nature and is based on personal experience, unless stated otherwise. Any information on our Website or in our Services is not a substitute for medical advice.

- (a) **(General information)** The information contained on our 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, Twitter, LinkedIn, Pinterest, Blog, YouTube, Instagram, Vimeo, Vero or Google+) and any oral presentations by us or an associate/agent of Rebecca Gawthorne - Dietitian & Nutritionist.
- (b) **(Not medical advice)** Any information in the Services is not medical advice and you cannot rely on this information as a substitute for medical advice. Any information provided to you in the Services is not intended to diagnose, treat, cure or prevent any disease. Rebecca Gawthorne is an Accredited Practising Dietitian and Accredited Nutritionist and does not provide medical advice. We accept no responsibility from any adverse effects from using the information provided to you in the Services or on our Website. If you think you may have a medical issue please seek medical advice from a trained medical professional. Any recommendations or advice provided on the Website or our Services are Rebecca Gawthorne - Dietitian & Nutritionist's solutions of what actions you may take and are in no way to be taken as medical advice and are not exhaustive of all possible solutions.
- (c) **(Results not guaranteed)** We cannot guarantee any results from your use of the Services or the Products. You are responsible for compliance with any dietary, nutrition or lifestyle advice. If you do not, we will not be responsible or liable for any issues including you meeting your goals.

If you are unsure about anything in any of our Services, we encourage you to seek medical advice and a referral from a health practitioner prior to changing your diet, nutrition or lifestyle.

### 1. ONLINE SERVICES

Rebecca Gawthorne - Dietitian & Nutritionist provides online health and nutrition services via the Website and third party hosting services.

#### 1.1 ELIGIBILITY

- (a) This Website and our Services are not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Website. By using the Website, you represent and warrant that you are either:
  - (i) over the age of 18 years and accessing the Website for personal use; or
  - (ii) accessing the Website on behalf of someone under the age of 18 years old and consent to that person's use of the Website.
- (b) If you are using the Website and the Services and are under the age of 18 you must have the consent of your parent and/or legal guardian in order to access the Services and the Website.
- (c) If you are a parent or legal guardian permitting a person who is at least 13 years of age but under 18 years of age (a **Minor**) to create an Account (defined below) and/or use the Website and Services, you agree to:
  - (i) supervise the Minor's use of the Website and the Services and their Account;
  - (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the Website, the Services and their Account;
  - (iii) ensure that the content on the Website and the Services is suitable for the Minor;
  - (iv) ensure all information submitted to us by the Minor is accurate; and

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- (v) provide the consents, representations and warranties contained in this agreement on the Minor's behalf.
  - (d) Please do not access the Website or use the Services if you are under the age of 18 years old and do not have your parent or legal guardian's consent, or if you have previously been suspended or prohibited from using the Website.

## 1.2 SERVICES

Our Services will be as set out on our Website. Some of our Services will be provided and hosted on third party sites.

## 1.3 PRODUCTS

- (a) Our Products will be as set out on our Website.
- (b) **(E-delivery)** Our Products will be electronically delivered to the email address you provide when you order Products.

## 1.4 ACCOUNTS AND REGISTRATION

- (a) You may need to register and create an account to access some parts of our Services **(Account)**. We will create an Account for you and send you details of how to verify your Account on our Website. You will receive an email from us on how to create a password.
- (b) When you verify your Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.
- (c) You agree that you're solely responsible for:
  - (i) maintaining the confidentiality and security of your Account information and your password; and
  - (ii) any activities and those of any third party that occur through your Account, whether those activities have been authorised by you or not.
- (d) Your Account is personal and you must not transfer it to others, except with our written permission. You must not share your Account details or give them to anyone else. You must not let anyone else use your Account details to log in to our Website and/or use the Services.
- (e) You also agree to let us know if you detect any unusual activity on your Account as soon as you become aware of it.
- (f) We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Account information or your password.
- (g) Your Account will allow you access to your Services on our Website through an online portal **(Platform)**.

## 1.5 THIRD PARTY PLATFORM

- (a) Some of our Services are hosted by a third party platform, accessed through our Website and forms part of our Website **(Platform)**.
- (b) Our Platform may have additional terms and conditions and privacy requirements that apply to your use of the Platform.
- (c) To the maximum extent permitted under applicable law and our agreement with our third party hosting provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Orders.

## 1.6 SUPPORT

- (a) Some Services may have access to ongoing support as part of the Services.
- (b) If ongoing support is offered, details for the support provided will be as set out on the Website including what kinds and types of support and how long you should expect to receive a response from us. We will try to respond to you as soon as we can.

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## 1.7 YOUR OBLIGATIONS

- (a) You must provide us with all documentation, information and assistance reasonably required by us to perform the Services.
- (b) You agree to attend all parts of any courses or appointments that are required.
- (c) If applicable, by using the Services, you represent that you have fully informed us of your medical history and any existing conditions if applicable and you consent, to participate (and continue to participate) in the programs available to you through our Services.

## 1.8 TESTIMONIALS AND PHOTOGRAPHIC INFORMATION

We endeavour to ensure that any descriptions and specifications in specifications in relation to progress, changes, results and transformations on our Website (including social media) are accurate (**Testimonials**). However, photographs, weights, dimensions and any other particulars accompanying, associated with or given in a Testimonial are based on information provided by individuals and clients and, as we do not guarantee that those descriptions and specification are accurate or free from errors or omissions. We reserve the right to make any necessary corrections to the descriptions or specifications in Testimonials without notice.

## 1.9 INTERACTIONS WITH THIRD PARTIES

- (a) 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.

## 1.10 COMMERCIAL RELATIONSHIPS DISCLOSURE

- (a) Rebecca Gawthorne - Dietitian & Nutritionist accepts forms of cash advertising, sponsorship, paid insertions or other forms of compensation (**Sponsored Content**) on the Website and our associated social media channels. We only partner with brands whose products and services we believe to be beneficial to some or all, of our audience. This belief is limited to, and based upon the knowledge we have available to us about (and if applicable, our personal experience of) the product or service at the time of publication.
- (b) We believe in professionalism in blogging. Sponsored Content will clearly be marked at the start, within the blog/post or 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.
- (c) All gifted products will clearly be noted as such within 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 #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.

## 1.11 LINKING TO OUR WEBSITE

You may create a link to pages of the Rebecca Gawthorne – Dietitian & Nutritionist Websites. However, you must not:

- (a) display any page of the Rebecca Gawthorne - Dietitian & Nutritionist Website in any distorted or altered form;
- (b) create a link to the Rebecca Gawthorne - Dietitian & Nutritionist Website 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
- (c) create any link or use any link in any way to represent or imply falsely, deceptively or confusingly that:
  - (i) we sponsor, endorse or are affiliated with or related to any third party (including you) or product; or

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- (ii) you are providing, or are the source of, any goods or services provided by us.

We reserve the right to withdraw linking permission by giving notice.

You agree to indemnify us against all actions, claims, costs, demands, damages or liability arising in any manner from any link that you create.

#### 1.12 ACCEPTABLE USE

We'll need you to make a few promises about the way you'll use the Services.

You agree:

- (a) not to copy, reproduce, translate, adapt, vary or modify the Services without our express consent;
- (b) not to use the Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (c) not to use the Services for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (d) not to attempt to breach the security of the Services or Rebecca Gawthorne - Dietitian & Nutritionist's system security, or otherwise interfere with the normal function of the Services, including by:
  - (i) gaining unauthorised access to Rebecca Gawthorne - Dietitian & Nutritionist Services or data about other users of the Services;
  - (ii) scanning, probing or testing the Services for security vulnerabilities;
  - (iii) overload, flood, mailbomb, crash or submit a virus to the Services or Rebecca Gawthorne - Dietitian & Nutritionist's system; or
  - (iv) instigate or participate in a denial-of-service attack against the Services or Rebecca Gawthorne - Dietitian & Nutritionist's system; and

to ensure that your employees, sub-contractors and other agents who you have authorised to use or access the Services comply with the Terms.

#### 1.13 COLLECTION NOTICE AND PRIVACY

- (a) We collect personal information about you in order to provide you with our Services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) We may collect sensitive health information about you during the course of providing you Services. We only collect the information that you choose to provide us in order to assess appropriate Services and provide you with our Services.
- (c) If you are providing personal information of a child or minor, or on behalf of a child or minor, you must be that child's parent or legal guardian and you must provide consent for your child's personal information to be collected.
- (d) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.
- (e) By using our Services, you agree to be bound by the clauses outlined in Rebecca Gawthorne - Dietitian & Nutritionist's Privacy Policy.

#### 1.14 OFFER TO PURCHASE

By submitting an order for purchase of Products or Services (**Purchase Order**) you represent and confirm that you:

- (a) have the legal capacity and are of sufficient age to enter into a binding contract with us; and
- (b) are authorised to use the debit or credit card, or other payment method included in your order.

Submitting a Purchase Order constitutes your intention and offer to enter into a contract, where we will provide you with the Services you have ordered in exchange for your payment of the total amount listed upon checkout. A contract is not formed until we have approved your payment and you receive an email from us confirming that your order is being processed.

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## 1.15 FEES

You must pay any fees in the amounts and at the times set out in on our Website, our Platform, any third party website, or as otherwise agreed in writing with you.

## 1.16 REFUNDS

Except as otherwise set out on our Website, we generally don't offer refunds for any of our Services and any refunds we issue will be solely at our discretion. Please let us know if you have any issues with our Services that you think should entitle you to a refund and we'll consider your situation.

## 1.17 PAYMENT

- (a) **(Payment obligations)** Unless otherwise agreed in writing:
  - (i) if Rebecca Gawthorne - Dietitian & Nutritionist issues an invoice to you, payment must be made by the time specified in such invoice; and
  - (ii) in all other circumstances, you must pay for all Services on or prior to Rebecca Gawthorne - Dietitian & Nutritionist providing you with the Services.
- (b) **(GST)** Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by Rebecca Gawthorne - Dietitian & Nutritionist, you must pay the GST subject to Rebecca Gawthorne - Dietitian & Nutritionist providing a tax invoice.
- (c) **(Card surcharges)** Rebecca Gawthorne - Dietitian & Nutritionist reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard, American Express or Diners Club).
- (d) **(Online payment partner)** We may use third-party payment providers (**Payment Providers**) to collect payments for Services. Our current Payment Provider is Stripe. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.
- (e) **(Missed or Failed Payments)** If a payment is missed or failed our Payment Provider may charge additional fees. If a payment is missed or fails to be processed you will be responsible for any charges payable for that missed or failed payment.

## 1.18 CANCELLATION

- (a) To the extent permitted by law, we reserve the right to terminate your access to any or all of the Services or any part of the Services at any time without notice, for any reason, provided that we refund to you any fees for Services which you have paid for and not received.
- (b) We may also terminate your access to any or all of the Services at any time without notice without issuing a refund if you breach any provision of these Terms.
- (c) **(Cancellation and your data)** Upon cancellation, termination or expiry of your access to our Services, we will delete any data and material associated with your Services and your Account. You won't be able to recover any of this after cancellation, termination or expiry of your Services so we recommend you back up anything important to you. We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of your Services.

## 2. THIRD PARTY GOODS AND SERVICES

- (a) Any Service that requires Rebecca Gawthorne - Dietitian & Nutritionist to acquire goods and services supplied by a third party on your behalf (including those of our Payment Provider) may be subject to the terms & conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) You agree to familiarise yourself with any Third Party Terms applicable to any such goods and services and, by instructing Rebecca Gawthorne - Dietitian & Nutritionist to

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acquire the goods or services on your behalf, you will be taken to have agreed to such Third Party Terms.

### **3. THIRD PARTY SUPPLIERS**

- (a) We may do any of the following:
  - (i) outsource any part of performing any services related to providing the Products, including delivery of your Products; or
  - (ii) procure materials and Products from third party suppliers;  
without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Purchase Order, or are negligent in providing those services or products.

### **4. USE OF THE WEBSITE/PLATFORM**

#### **4.1 ACCESS AND USE OF THE WEBSITE/PLATFORM**

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws. As set out in the definition of Website, the term Website refers, and includes, the term Platform as applicable.

#### **4.2 YOUR OBLIGATIONS**

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Rebecca Gawthorne - Dietitian & Nutritionist;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Services;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Rebecca Gawthorne - Dietitian & Nutritionist, including by linking to the Website, any other website and linking the Website on any social media platform; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website;
  - (iv) instigating or participating in a denial-of-service attack against the Website.

#### **4.3 INFORMATION ON THE WEBSITE**

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

- (a) the Website will be free from errors or defects;
- (b) the Website will be accessible at all times;

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- (c) messages sent through the Website will be delivered promptly, or delivered at all;
  - (d) information you receive or supply through the Website will be secure or confidential; or
  - (e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including descriptions of our services, packages, prices and other Website Content.

#### 4.4 INTELLECTUAL PROPERTY

- (a) Rebecca Gawthorne - Dietitian & Nutritionist retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) All intellectual property in the Website, Website Content and any courses or Services will be solely and exclusively owned by Rebecca Gawthorne - Dietitian & Nutritionist (**Rebecca Gawthorne - Dietitian & Nutritionist IP**).
- (c) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Rebecca Gawthorne - Dietitian & Nutritionist or as permitted by law.
- (d) Rebecca Gawthorne - Dietitian & Nutritionist may grant to you a non-exclusive, royalty free, non-transferable and revocable licence to use Rebecca Gawthorne - Dietitian & Nutritionist IP to the extent required for you to use, enjoy the benefit of the Services.
- (e) Unless otherwise agreed in writing by Rebecca Gawthorne - Dietitian & Nutritionist, you will not acquire Intellectual Property Rights in any Rebecca Gawthorne - Dietitian & Nutritionist IP under this agreement or as part of receiving the Services.
- (f) "**Intellectual Property Rights**" means any and all present and future intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, confidential information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after you receive any Services or use the Website, whether registered or unregistered.

#### 4.5 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility.
- (b) We have no control over the content of the linked websites and we are not responsible for it.
- (c) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

#### 4.6 THIRD PARTY HOSTING

- (a) This Website is hosted by a third party and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you.
- (b) To the maximum extent permitted under applicable law and our agreement with our third party hosting provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Purchase Orders.

#### 4.7 SECURITY

Rebecca Gawthorne - Dietitian & Nutritionist does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

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#### 4.8 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

#### 4.9 LIABILITY

- (a) **(Limitation of liability)** To the maximum extent permitted by applicable law, Rebecca Gawthorne - Dietitian & Nutritionist excludes completely all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these Terms or any Services or services provided by Rebecca Gawthorne - Dietitian & Nutritionist This includes the transmission of any computer virus and if you injure yourself using the Services.

All express or implied representations and warranties given by us are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable law, Rebecca Gawthorne - Dietitian & Nutritionist's liability for breach of that non-excludable condition, warranty or guarantee will, at Rebecca Gawthorne - Dietitian & Nutritionist's option, be limited to:

- (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
  - (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.
- (b) **(Indemnity)** You agree to indemnify Rebecca Gawthorne - Dietitian & Nutritionist and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from your or your representatives' use of the Website or of any Services or services provided by Rebecca Gawthorne - Dietitian & Nutritionist
- (c) **(Consequential loss)** To the maximum extent permitted by law, under no circumstances will Rebecca Gawthorne - Dietitian & Nutritionist be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these Terms or any Services or services provided by Rebecca Gawthorne - Dietitian & Nutritionist (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

#### 5. GENERAL

- (a) **(Governing law)** This agreement is governed by the law applying in New South Wales, Australia.
- (b) **(Jurisdiction)** Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia, and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.
- (c) **(Amendments)** These Terms may only be amended by Rebecca Gawthorne - Dietitian & Nutritionist in accordance with the Terms.
- (d) **(Waiver)** No party to these Terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (e) **(Further acts)** Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these Terms.
- (f) **(Assignment)** A party cannot assign, novate or otherwise transfer any of its rights or obligations under these Terms without the prior written consent of the other party.

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- (g) **(Entire Agreement)** These Terms embody the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of the Terms.
- (h) **(Electronic signatures)** The parties consent to the use of electronic signatures for the purpose of executing this agreement.
- (i) **(Interpretation)** In these Terms, the following rules of interpretation apply:
- (i) **(singular and plural)** words in the singular includes the plural (and vice versa);
  - (ii) **(gender)** words indicating a gender includes the corresponding words of any other gender;
  - (iii) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
  - (iv) **(person)** a reference to "**person**" or "**you**" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
  - (v) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
  - (vi) **(these Terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms, and a reference to these Terms includes all schedules, exhibits, attachments and annexures to it;
  - (vii) **(document)** a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;
  - (viii) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
  - (ix) **(includes)** the word "**includes**" and similar words in any form is not a word of limitation; and
  - (x) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.