



Terms of Use

www.goodnesssuperfoods.com.au

Terms of Use (www.goodnesssuperfoods.com.au)

(1) Introduction

These terms of use govern your use of this blog; by using this blog, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use this blog.

(2) Licence to use blog

Unless otherwise stated, we or our licensors own the intellectual property rights in the blog and material on the blog. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the blog for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) Republish material from this blog (including republication on another website);
- (b) Sell, rent or sub-license material from the blog;
- (c) Show any material from the blog in public;
- (d) Reproduce, duplicate, copy or otherwise exploit material on this blog for a commercial purpose;]
- (e) Edit or otherwise modify any material on the blog;
- (f) Redistribute material from this blog [except for content specifically and expressly made available for redistribution (such as our newsletter)

You may access our RSS feed by clicking on the RSS subscription button on the site. By accessing our RSS feed you accept these terms of use. Subject to your acceptance of these terms of use, and notwithstanding the restrictions set out above, we grant to you a non-exclusive non-transferable non-sub-licensable licence to display our RSS feed in unmodified form on any [non-commercial] website owned and operated by you. It is a condition of this licence that you include a credit for us and hyperlink to this blog on each web page where the RSS feed is published (in such form as we may specify from time to time, or if we do not specify any particular form, in a reasonable form). We may revoke this licence at any time, with or without notice or explanation.

(3) Acceptable use

You must not use this blog in any way that causes, or may cause, damage to the blog or impairment of the availability or accessibility of the blog; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this blog to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, root kit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this blog without our express written consent.

You must not use this blog for any purposes related to marketing without our express written consent.

(4) Comments feature

The comments feature is designed to give our blog audience to enter the conversation around health, nutrition and our products.

In order to use the comments feature on our blog, you must fill in the comments form provided below each article. Enter into the comment form your name, email address, website if applicable and your comment. Your email and website address will not be published.

You are responsible for all your comments you post on our blog. They are your opinion only and Goodness Superfoods is not responsible for any claims made by you.

Any unlawful, illegal, fraudulent or harmful comments may be deleted at our discretion and without notification.

(5) User generated content

In these terms of use, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this blog, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

You warrant and represent that your user content will comply with these terms of use.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

Your user content (and its publication on this blog) must not:

- (a) Be libellous or maliciously false;
- (b) Be obscene or indecent;
- (c) Infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) Infringe any right of confidence, right of privacy, or right under data protection legislation;
- (e) Constitute negligent advice or contain any negligent statement;
- (f) Constitute an incitement to commit a crime;
- (g) Be in contempt of any court, or in breach of any court order;
- (h) Be in breach of racial or religious hatred or discrimination legislation;
- (i) Be blasphemous;
- (j) Be in breach of official secrets legislation;

- (k) Be in breach of any contractual obligation owed to any person;
- (l) Depict violence [in an explicit, graphic or gratuitous manner];]
- (m) Be pornographic [or sexually explicit];]
- (n) Be untrue, false, inaccurate or misleading;]
- (o) Consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;]
- (p) Constitute spam;]
- (q) Be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or]
- (r) Cause annoyance, inconvenience or needless anxiety to any person.]

Your user content must be appropriate, civil, and tasteful and accord with generally accepted standards of etiquette and behaviour on the internet.

You must not use this blog to link to any website or web page consisting of or containing material that would, were it posted on this blog, breach the provisions of these terms of use.

You must not submit any user content to the blog that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to this blog, or stored on our servers, or hosted or published upon this blog.

Notwithstanding our rights under these terms of use in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, this blog.

(6) Limited warranties

You acknowledge that some of the information published on this blog is submitted by users, and that we do not usually review, approve or edit such information. We do not warrant the completeness or accuracy of the information published on this blog; nor do we commit to ensuring that the blog remains available or that the material on the blog is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this blog and the use of this blog (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(7) Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, including liabilities

arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the blog and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

You agree to the publication of comments, reviews and/or feedback relating to you, by others, on this blog. You acknowledge that such comments, reviews and/or feedback may be critical or defamatory or otherwise unlawful; and you agree that you will not hold us liable in respect of any such comments, reviews and/or feedback, irrespective of whether we are aware or ought to have been aware of such comments, reviews and/or feedback.

(8) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

(9) Breaches of these terms of use

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, or if we reasonably suspect that you have breached these terms of use in any way, we may:

- (a) Send you one or more formal warnings;
- (b) Temporarily suspend your access to the blog;
- (c) Permanently prohibit you from accessing the blog;
- (d) Block computers using your IP address from accessing the blog;
- (e) Contact your internet services provider and request that they block your access to the blog;
- (f) Bring court proceedings against you for breach of contract or otherwise;
- (g) Delete and/or edit any or all of your user generated content.

Where we suspend or prohibit or block your access to this blog or a part of this blog, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

(10) Third party websites

This blog includes hyperlinks to other websites owned and operated by third parties. These links are not recommendations. We have no control over the contents of third party websites, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.

(11) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of this blog from the date of the publication of the revised terms of use on this blog. Please check this page regularly to ensure you are familiar with the current version.

(12) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(13) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(14) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(15) Entire agreement

These terms of use constitute the entire agreement between you and us in relation to your use of this blog, and supersede all previous agreements in respect of your use of this blog.

(16) Law and jurisdiction

These terms of use will be governed by and construed in accordance with Australian law, and any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of Australia.

(17) Our details

The full name of our company is Goodness Superfoods.

Our address is 76 Monash Drive, Dandenong South, Victoria, 3175

You can contact us by email to: reception@popina.com.au

Or phone us on: 1800 654751