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

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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 website without VAST's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without VAST's express written consent.

This website contains only general information in relation to nutritional information and general information and material relating to our membership – none of the information contained within this site should be considered nutritional, health or medical advice of a general or specific nature. We make no warranty or representation that any of the information contained herein will be suitable for your specific needs. You should not rely upon any of the information provided within this website as an alternative to medical or nutritional advice from a qualified practitioner.

This website may contain information and material relating to insurance policies or providers. None of this information should be considered to constitute any general or specific nature and

you should obtain your own advice as to what insurance policy, level of coverage and provider will be suitable for your own specific needs.

## **No warranties**

This website is provided “as is” without any representations or warranties, express or implied. VAST makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, VAST does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

## **Limitations of liability**

VAST will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if VAST has been expressly advised of the potential loss. Nothing in these terms and conditions will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit;

## **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in these terms and conditions are reasonable. If you do not think they are reasonable, you must not use this website.

## **Other parties**

You agree that you will not bring any claim personally against VAST's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in these terms and conditions will protect VAST's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as VAST.

## **Unenforceable provisions**

If any provision of these terms and conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these terms and conditions.

## **Indemnity**

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

## **Breaches of these terms and conditions**

Without prejudice to VAST's other rights under these terms and conditions, if you breach these terms and conditions in any way, VAST may take such action as VAST deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

## **Variation**

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

## **Assignment**

VAST may transfer, sub-contract or otherwise deal with VAST's rights and/or obligations under these terms and conditions 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 and conditions.

## **Severability**

If a provision of these terms and conditions 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.

## **Entire agreement**

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

**Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of the Queensland, Australia and any dispute will be heard in the courts of that jurisdiction.