

Diabetes Australia

Website Terms of Use

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1 Website Terms of Use

These Website Terms of Use govern your access, use or browsing of the Diabetes Australia website (www.diabetesaustralia.com.au). You agree that by accessing, browsing and/or using this website you agree to the following Terms. If you do not agree you must cease using the Diabetes Australia website.

Diabetes Australia Limited is the national peak body for diabetes in Australia. Diabetes Australia and its subsidiaries (together “Diabetes Australia” or, as the context requires, “we”, “us” or “our”) provides care, support, assistance, management, education and services to all people affected with diabetes. This Website and all material provided on this website are owned or licensed by Diabetes Australia.

The Website Terms of Use may be amended or updated at any time by posting any changes at this website. We may make changes to the website or the Terms of Use without providing notice to you.

2 Disclaimer

While Diabetes Australia will, at all times, use its best endeavours to provide the above mentioned services with the highest level of diabetes management skills, it hereby disclaims any liability for any information, strategy or management of persons with diabetes, and all persons visiting our site, hereby accordingly, hold Diabetes Australia harmless and indemnifies it against any action which might be brought against it for any act of omission or commission committed by it in the course of providing the above mentioned services.

Information provided to Diabetes Australia by users via this website will be stored online in the Diabetes Australia database system. In order to provide services to You Diabetes Australia use external providers Hubspot for the processing of Customer Data for more information about how Hubspot handle your information please read their Privacy Policy <https://legal.hubspot.com/product-privacy-policy>. More information about how Hubspot manage security can be found here <https://www.hubspot.com/security>. For more information on how Diabetes Australia handles your information please read our [Privacy Policy](#).

You are responsible for maintaining the confidentiality of your password, and are fully responsible for all activities that occur under your password. You grant Diabetes Australia and all other persons or entities involved in the operation of Diabetes Australia the right to transmit, monitor, retrieve, store, and use your information in connection with the administration of your details. Diabetes Australia cannot and does not assume any responsibility or liability for any information you submit to this website, or for your or third parties' use or misuse of information transmitted or

received using the Diabetes Australia website. Diabetes Australia reserves the right to terminate a visitor's online account at its discretion.

All information provided on this site is intended to be a guide only for people with diabetes and their carers. It does not replace medical advice. Any concerns which visitors to the site have about their diabetes and its treatment, should be discussed with their doctor/health professional. While all reasonable efforts have been made to ensure the accuracy of the information on this site, Diabetes Australia accepts no responsibility for the accuracy of that information or for any error or omission, or for any decisions made based on such information.

Materials supplied by the site are the intellectual property of Diabetes Australia and are for personal use only. Permission to otherwise reprint or electronically recreate or reproduce any document in part or in its entirety is expressly prohibited unless prior written consent is obtained from Diabetes Australia. The compilation of information on the Diabetes Australia site, including the design and organisation, is copyrighted. Diabetes Australia may, in its sole discretion and at any time, discontinue providing the site or any part thereof, with or without notice. Users of the site agree that Diabetes Australia shall not be liable to them or any third party, for any termination of their access to the site or their online profile.

3 Material on the website

The information and resources on this website ("Materials") are of a general nature only and are not intended to be used as a substitute for professional health advice.

For a specific health problem, consult your doctor or contact a Diabetes Educator in your state or territory. Credentialed Diabetes Educators can be contacted on 1800 637 700.

Material may be updated or amended from time to time. While Diabetes Australia endeavours to keep the information on this website accurate and up to date, we cannot guarantee that the website contains the latest or most accurate information, products or research. Where we have included materials provided by others, research, individual stories or links to other sites, the views expressed therein are not necessarily those of Diabetes Australia.

The internet is not a secure medium and communications to and from this website may be intercepted or altered in transit. Diabetes Australia does not warrant that the website is free from anything which may damage any computer which accesses the website or data on such computer.

4 Limitation of liability

To the maximum extent permitted by law, Diabetes Australia excludes all liability to any person for loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the materials and/or any use of the website ("Services"). Where any law implies a warranty into these terms of use which may not lawfully be excluded, then to the maximum extent permitted by law, Diabetes

Australia's liability for breach of the warranty will at its option be limited to the supply of the Services again, or the payment of the cost of having them supplied again.

5 Copyright and moral rights

This website is maintained by Diabetes Australia. Unless otherwise indicated, Diabetes Australia reserves all copyright in the content and design of this website. Diabetes Australia owns all such copyright or uses it under licence or applicable law.

The material contained on this website is intended for personal use only. You may make a temporary copy of part or all of this website on your local computer for the sole purpose of viewing it, and print a single hard copy of a whole page of this website for personal use, provided that any copyright notice on such page is not removed.

You may not otherwise:

reproduce, adapt, store in a retrieval system, transmit, print, display, perform, publish or create derivative works from any part of the content or design of this website; any of the Material to be framed or embedded in another website; or commercialise any products, information or services on this website, without our prior written permission or as permitted by the Copyright Act 1968. All requests and enquiries in relation to copyright must be in writing and directed to the National Marketing & Communications Manager, Diabetes Australia, GPO Box 3156, Canberra ACT 2601.

6 Social media statement

Diabetes Australia social media platforms aim to provide a safe, comfortable, respectful space for people living with all types of diabetes, people with an interest in diabetes, health professionals and researchers. We aim to publish posts that are informative, credible and useful.

7 Personal experiences and stories

If you would like to submit your story or experience to be considered for inclusion in the 'Stories and Experiences' section of the website, you will retain the copyright in the Story. However, by submitting the Story you:

- warrant that the Story is your creation and has not been copied from another person's work;
- that we have sole discretion as to whether, and if so when, to publish the Story;
- agree to grant us a world-wide, permanent, irrevocable, royalty and licence-free, non-exclusive licence (including the right to sub-licence) to exercise and exploit the copyright in that Story;
- agree that Diabetes Australia and its licensees may: (i) exercise any and all rights in relation to the Story, without identifying any person as the individual

responsible for creating the Story; and (ii) edit, modify or alter the Story as they deem fit in their absolute discretion.

- You must not submit any information that is defamatory or otherwise breaches any other law.

8 Trademarks

Diabetes Australia owns a number of trademarks, including “DIABETES AUSTRALIA”, the Diabetes Australia logo, the turnaround arrow device, the triangle device and the cinquefoil device, and reserves all rights in relation to them. Without limiting our other rights, these trademarks must not be used without the prior written approval of Diabetes Australia.

Other product and company names referred to on this website may be trademarks owned by third parties.

All requests and enquiries in relation to trade marks must be in writing and directed to the National Marketing & Communications Manager, Diabetes Australia, GPO Box 3156, Canberra ACT 2601.

9 Linking Policy

Diabetes Australia links to other sites:

This website contains links to other websites that are not controlled by Diabetes Australia. While care has been taken in providing these links, Diabetes Australia is not responsible for the content on those sites and does not necessarily endorse their content. It is the responsibility of the web user to make their own decisions about the accuracy, reliability, relevance and correctness of information found. In general Diabetes Australia only links to government or not-for-profit websites.

To request a link be included from this website to your website, please email admin@diabetesaustralia.com.au indicating your website URL, the nature of your website, and the proposed link format. Due to the volume of requests we receive, Diabetes Australia can only respond to those websites whose request is successful. Diabetes Australia retains the sole discretion as to whether, and if so when, to include a link from this website to external websites.

Linking to this website:

Diabetes Australia encourages other sites to consider linking to this website. However, you must not link to any page of this website without our prior consent.

If you wish to seek Diabetes Australia’s consent to link to this website, please email admin@diabetesaustralia.com.au indicating the website URL that will contain the link, the nature of your website, the proposed link format and which page of this website you wish to link to.

Diabetes Australia will contact you if it consents to you linking to this website. Any linking must comply with any directions given by Diabetes Australia and:

- unless stated to the contrary, the link must be in the format of a text link reference to our website comprised of the words “Diabetes Australia”. You must not use any of Diabetes Australia’s trademarks, whether with an embedded URL or otherwise, without our prior written permission;
- a description of Diabetes Australia should be included, either immediately under or immediately next to the link. Unless stated to the contrary, the following set of words must be used when providing a description of Diabetes Australia with your link:
- Diabetes Australia is the national peak body for diabetes in Australia you must not place or phrase links in any manner that is misleading or that implies that Diabetes Australia endorses, sponsors or approves of your website / product / service, or that you or your website is in anyway affiliated with Diabetes Australia.

10 Applicable Law

These Terms of Use are governed by the laws of New South Wales, Australia. This website may be accessed from Australia or overseas. Diabetes Australia makes no representations that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the website.

Any rights not expressly granted in these Terms of Use are reserved by Diabetes Australia.