
Website Terms of Use

1) About this Site

- a) This Site is published by the Diabetic Association of Queensland Ltd ABN 18 009 790 327, trading as Diabetes Queensland of GPO Box 9824 Brisbane Qld 4001 carries on business from the Site.
- b) Your use of <http://www.diabetesqld.org.au/> and any other Site owned and operated by the Diabetic Association of Queensland Ltd is subject to these Terms of Use. If you do not accept these Terms of Use, you must refrain from using this Site.

2) Your Use of the Site

- a) You expressly agree that your use of this Site is at your sole risk.
- b) You agree to use this Site only for purposes that are permitted by these Terms of Use, any applicable law or regulation and/or generally accepted practices or guidelines.
- c) You agree that you will not engage in any activity that interferes with or disrupts this Site or the servers and networks that host this Site.
- d) You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this Site or features that prevent or restrict use or copying of any content or enforce limitation on the use of this Site or the content.
- e) You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- f) Diabetes Queensland may in its sole discretion and without notice to you restrict or stop (temporarily or permanently) providing access to this Site to you or to guests or members generally.
- g) As electronic Sites are subject to interruption or breakdown, access to this Site is offered on an "as is" and "as available" basis only.
- h) Diabetes Queensland may impose limits or restrictions on the use you make of this Site. Further for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Terms of Use.
- i) Diabetes Queensland may withdraw this Site, or change or remove Site functionality at any time without notice to you.
- j) To the full extent permissible by applicable law, Diabetes Queensland disclaims all warranties, express or implied, including, but not limited to, implied warranties or merchantability and fitness for a particular purpose.
- k) Diabetes Queensland does not warrant that this Site, its servers, or e-mail sent from Diabetes Queensland are free of viruses or other harmful components.

- l) Diabetes Queensland will not be liable for any damages of any kind arising from the use of this Site, including but not limited to direct, indirect, incidental, punitive and consequential damages.
- m) Certain state laws do not allow limitation on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you and you may have additional rights.
- n) You must take your own precautions to ensure that the process which you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- o) Diabetes Queensland will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties or malfunctions in equipment or software. If you have difficulties accessing the Site please contact Diabetes Queensland during business hours.
- p) You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you.

3) Relying on Information

- a) This Site is provided by Diabetes Queensland as a general information source only. You accept that any information provided is not in the nature of advice.
- b) Diabetes Queensland makes no statements, representations, or warranties about the timeliness, accuracy, completeness or reliability of any part of the Site and you should not rely on any information contained in the Site.
- c) Content pertaining to diabetes management techniques or other health information is not a substitute for the advice of a health care professional and should not be relied upon as the basis for any decision or action.
- d) If you are experiencing any particular health problems, you should consult your general practitioner or other qualified health provider.
- e) You should seek independent advice from relevant industry professionals before acting or relying on any information or material which is made available to you on this Site.
- f) Diabetes Queensland attempts to be as accurate as possible when providing descriptions of products, events and resources. However, Diabetes Queensland does not warrant that descriptions or other content of this Site is accurate, complete, reliable, current, or error-free.
- g) If an item offered by Diabetes Queensland itself is not as described, your sole remedy is to return it in unused condition in accordance with the Diabetes Queensland Refund Policy.

- h) Diabetes Queensland disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a result of the information being inaccurate or incomplete in any way or otherwise misleading.

4) Security

- a) Where appropriate, Diabetes Queensland uses available technology to protect the security of communications made through the Site.
- b) Diabetes Queensland does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Site. Internet communications may be susceptible to interference or interception by third parties.
- c) Despite its best efforts, Diabetes Queensland makes no warranties that the Site is free of infection by computer viruses or other unauthorised software nor warrant and cannot ensure the security of any information you transmit to Diabetes Queensland.
- d) Diabetes Queensland will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorised software). Accordingly any information which you transmit to us is transmitted at your own risk.

5) Electronic Communications

- a) By visiting the Site you are engaging in electronic communication.
- b) Electronic communication includes but is not limited to the sending of e-mails.
- c) You agree that all communication including but not limited to agreements, notices, disclosures provided electronically satisfy any legal requirements that such communication be in writing.
- d) This Site contains communication facilities including but not limited to chat rooms which provide for feedback by users to Diabetes Queensland, interaction between users and notice services.

6) Monitoring Communications

- a) Communications posted or transmitted are not necessarily screened by Diabetes Queensland prior to posting or transmission and do not necessarily reflect the policies of Diabetes Queensland.
- b) Diabetes Queensland makes no warranties, express or implies, as to the content of the Messages in the Chat Room including the timeliness, integrity, accuracy, reliability or the quality of those communications.

- c) If at any time you object to any material within Diabetes Queensland's communication facilities, your sole remedy is to cease using them.
- d) If Diabetes Queensland elects at its sole discretion to monitor communication facilities, Diabetes Queensland assumes no responsibility for the content of the postings or transmissions, and no responsibility for the conduct of the member posting or transmitting any communications.
- e) In posting messages or transmissions you agree to strictly limit yourself to discussions about the subject matter for which the communication is intended.
- f) Diabetes Queensland has ultimate discretion to prevent members or visitors from posting or transmitting communications and to edit, restrict or remove such communications for any reason at any time without liability.
- g) All communications submitted become perpetually licensed without fee to Diabetes Queensland to use, copy, sublicense, adapt, transmit, distribute, assign, publicly perform, publish, display or delete as it sees fit.

7) License

- a) Diabetes Queensland grants you a limited license to access and make personal use of this Site.
- b) Your use is restricted and you are not permitted to download (other than page caching), modify it, or any portion of it, except with express written consent of Diabetes Queensland.
- c) This license does not include any resale or commercial use of this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.
- d) This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Diabetes Queensland.
- e) You may not frame or utilise framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Diabetes Queensland and our affiliates without express written consent.
- f) You may not use any meta tags or any other "hidden text" utilising Diabetes Queensland's name or trademarks without the express written consent of Diabetes Queensland.
- g) Any unauthorised use terminates the permission or license granted by Diabetes Queensland.

- h) You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Diabetes Queensland so long as the link does not portray Diabetes Queensland, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter.

8) Liability

- a) You agree to indemnify Diabetes Queensland to the extent permissible by law, from any loss, damage, claim, cost and expense (including legal costs on a full indemnity basis) suffered or incurred by Diabetes Queensland arising from a claim by a third party in connection with or arising from your use of a Communication Facility.
- b) You agree that you will not post or transmit messages via any Communication facility that:
 - i) is unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent, constitute (or encourages conduct that would constitute) a criminal offence, gives rise to civil liability or are otherwise objectionable;
 - ii) infringes any copyright, trademark, patent, design, confidentiality or other intellectual property rights of any other person;
 - iii) impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
 - iv) is for purposes of spamming or obstructing the normal operation of the Diabetes Queensland Site or another user of the Site's computer facilities;
 - v) contains any virus or other harmful component;
 - vi) is an invasion of privacy or any other third party rights;
 - vii) is otherwise, within Diabetes Queensland's reasonable opinion, not within the spirit of the Communication Facility;
 - viii) is unsolicited advertising or promotional material;
 - ix) is material in which the copyright is owned by another person or entity and you warrant that all material posted is your original work and not sourced from any third party.

9) Intellectual Property Rights

- a) You acknowledge that any intellectual property rights including but not limited to trademarks, logos, button icons, images, audio clips, digital downloads, data compilations, and software graphics is the property of Diabetes Queensland or in some cases a related body corporate of them, or third party and that these remain the

property of their respective owners and must not be used without written prior consent of the owner.

- b) These intellectual property rights are protected by Australian and international laws and nothing in these Terms of Use gives you a right to use any of them.
- c) Nothing contained on this Site is to be interpreted as a recommendation to use any information of this Site in a manner which infringes the intellectual property rights of any person.
- d) You may view this Site and its contents for personal and non commercial use only and subject to the *Copyright Act 1988* and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transit, publish or display within another Site or create derivative works from any part of this Site or commercialise any information obtained from any part of this Site without prior written consent of Diabetes Queensland or, in the case of third party material, from the owner of the copyright in that material.
- e) You may not modify or copy the layout or appearance of this Site nor any computer software or code contained in this Site, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this Site.

10) Transactions On-Line

The site contains facilities enabling on-line transactions such as event and membership registration, donations and product and literature orders which are available to users.

11) Making a Transaction

- a) Transactions are made by completing an on-line registration and order forms including payment.
- b) You may print out your order form and post with payment to Diabetes Queensland if you prefer.
- c) You warrant that information provided by you in your registration or order form is complete, current, and accurate and is not misleading, and that you will not misrepresent your identity.
- d) You agree that Diabetes Queensland may rely on that information in order to complete your transaction, and Diabetes Queensland disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, losses, damages and costs you might incur as a result of the information being inaccurate or incomplete in any way or otherwise misleading.

12) Order and Procedure

- a) You may offer to purchase goods and order products described on this Site for the price specified in this Site.
- b) Your order must contain your name, email address, credit card details and any other ordering information specified in the on line order forms.
- c) Within 7 days of receipt of your order, Diabetes Queensland will at its discretion accept or reject your offer to purchase.
- d) You may not cancel an order once it has been submitted even if Diabetes Queensland's acceptance or rejection of your offer is still pending.
- e) Diabetes Queensland is not required to give reasons for rejecting your offer to purchase.
- f) If Diabetes Queensland rejects your offer to purchase for any reason neither Diabetes Queensland or you will be under any further liability to the other arising out of your original offer or Diabetes Queensland's non acceptance of that offer.
- g) If you have not received notification from Diabetes Queensland within 7 days your offer will be deemed to be accepted.
- h) Diabetes Queensland gives no undertaking as to the availability of the products advertised on this Site. Delivery of goods to you will be effected in the manner described on this Site.
- i) Title in the goods does not pass to you until payment has been received.
- j) Risk of loss or damage to the goods passes to you upon dispatch.
- k) Payment must be effected in the manner described on this Site. Prices are inclusive of goods and services tax unless otherwise disclosed.
- l) In all other respects the price is exclusive of taxes, duties and charges and postal levies levied in Australia or overseas in connection with the supply of goods. The goods are offered for sale only to persons who can make legally binding contracts.

13) Cancellation due to Error

- a) You acknowledge that despite Diabetes Queensland's reasonable precautions, products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight.
- b) In these circumstances Diabetes Queensland reserves the right to cancel the transaction notwithstanding that your order has been confirmed and your credit card has been charged.
- c) Diabetes Queensland reserves this right until the time of delivery of goods to you.

- d) If a cancellation of this nature occurs after your credit card has been charged for the purchase, Diabetes Queensland will issue a credit to your credit card for the amount in question.

14) Security

Diabetes Queensland uses Secure Sockets Layer (SSL) software, which is the industry standard for secure online commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet.

15) Delivery and Risk of Loss

Diabetes Queensland makes every effort to deliver to any address in Australia within 5 working days (or 10-14 days in remote areas), however, Diabetes Queensland disclaims all responsibility and all liability (including, without limitation, liability in negligence) for all expenses, costs or inconvenience you might incur as a result of an order not being filled within this timeframe.

16) Goods and Services Tax

All amounts expressed or described on this Site are GST inclusive amounts unless otherwise disclosed.

17) Supplier to Assist Recipient

Diabetes Queensland will do all things reasonably available to it to assist you to claim on a timely basis any input tax credits (if any) that you may be entitled to claim for any goods, services, or rights granted by or acquired from Diabetes Queensland or any of its Suppliers. This includes Diabetes Queensland maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under this Agreement on a timely basis as reasonably requested by you the recipient.

18) Stock Availability

Diabetes Queensland will endeavour to advise our customers within five working days if goods are not available or delayed in delivery due to stock availability.

19) Export Restrictions

Diabetes Queensland does not export orders outside of Australia.

20) Membership of Diabetes Queensland

- a) The Site contains facilities enabling on-line transactions such as event and membership registration, donations and product and literature orders which are available to users (including individuals referred to as members and visitors).
- b) You may need to become a member in order to be able to access the information offered on this Site. To become a member, you must complete your registration details in the manner described on the Site.
- c) We reserve the right to terminate your membership at any time if you breach these Terms and Conditions.
- d) You agree to ensure that your registration details are true and accurate at all times. Specifically, you must notify us of any change to the registration details as originally supplied.
- e) Upon registration, you will be provided with a password and account designation. You agree to pay for our Services in the manner specified on the Site.

21) Your Member details

- a) You warrant that all information provided by you in your membership registration or otherwise in connection with your use of the Site is complete, current, and accurate and is not misleading, and that you will not misrepresent your identity.
- b) You agree that Diabetes Queensland may rely on that information unless and until it receives notice from you of any change or update to the information provided by you. Any such varied information will be covered by this warranty.

22) Password protection

- a) You will choose a member password as part of completing the member registration process.
- b) Your member password is your key to accessing the members-only web services of the Site.
- c) You must maintain the confidentiality of your password and you are fully responsible for all activities that occur through use of your password.
- d) You must immediately notify Diabetes Queensland of any suspected unauthorised use of your password.

23) Diabetes Queensland Products

- a) All prices are subject to change and inclusive of GST where applicable unless otherwise disclosed.

- b) Diabetes Queensland Members receive a discount on eligible products.
- c) In order to receive discounts you must quote your Membership number or become a Member.

24) National Diabetes Services Scheme (NDSS)

- a) A doctor's prescription is not required to purchase NDSS products.
- b) Diabetes Queensland regrets that it is not permitted to exchange NDSS goods incorrectly ordered by the registrant.
- c) Under the conditions of the *Commonwealth Head Agreement for the National Diabetes Services Scheme*, Diabetes Queensland cannot dispatch goods unless you have provided all the necessary information and made the required payment.
- d) There may be restrictions on the maximum amount of product that can be ordered. For more information please consult the FAQ section on the NDSS website <http://ndss.com.au/en/>
- e) Please note that some products have a use by date so, to avoid unnecessary wastage, take care not to over-order these items.
- f) When ordering online, by fax or over the phone all products will be sent to you by mail, free of any postage charges.
- g) Allow five working days for delivery (or 10-14 days in remote areas).
- h) All personal information is protected by the national *Privacy Act 1988*.

25) NDSS Eligibility

- a) You **must** provide the following information for your order to be completed:
 - i) Medicare Number or DVA File Number;
 - ii) Registration Number;
 - iii) Name, date of birth, contact details, address, delivery address details.

26) NDSS Concessions

- a) If you are applying for a concession you must also provide the relevant number. If you are the holder of any of these cards you are entitled to further subsidies:
 - i) Health Care Card (unemployed, New Start Allowance, Low Income, Disability Allowances)

- ii) Pension/Concession - Pensioner Concession Card (Full Pension, Commonwealth Seniors' Health Card)
 - iii) Safety Net Card - Safety Net Concession Card (CN prefix), Safety Net Entitlement Card (SN Prefix)
 - iv) Veterans' Affairs Card - All colours DVA Card
- b) Note: For holders of DVA cards, you may be entitled to some products at Pension Cardholders' rates. In some areas DVA has agreed to pay your contribution - please enquire 1300 136 588

27) NDSS – Insulin Pump Consumables (IPC)

- a) You **must** provide the following information for your order to be completed:
 - i) Medicare Number or DVA File Number
 - ii) NDSS Registrant Number
 - iii) Details of Person Utilising Insulin Pump Therapy: Name, date of birth, contact details, address, delivery address details
- b) Access to subsidised insulin pump consumables is dependent on meeting the criteria set out in the *Commonwealth Head Agreement for the National Diabetes Services Scheme* and completion/submission of the NDSS Assessment form - orders will not be accepted unless this condition is met.
- c) Some products have a use by date so, to avoid unnecessary wastage, take care not to over-order these items.
- d) There may be restrictions on the maximum number of products that can be ordered. For more information please consult the FAQ section on the NDSS website <http://ndss.com.au/en/>

28) Specific Warnings

- a) You must ensure that your access to this Site is not illegal or prohibited by laws which apply to you.
- b) Diabetes Queensland makes no warranty that the goods acquired from us over this Site will meet your requirements.
- c) Diabetes Queensland does not warrant that the details on this Site concerning the goods and services provided by Diabetes Queensland will satisfy the laws of any other country.

- d) It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction you may not order any goods or services from this Site.
- e) Diabetes Queensland will preserve the content of any email you send to Diabetes Queensland if Diabetes Queensland believe that they have a legal requirement to do so.
- f) Your email message content may be monitored by Diabetes Queensland for trouble shooting or maintenance purposes or if any form of email abuse is suspected.

29) Indemnification

You hereby agree to indemnify, defend and hold Diabetes Queensland, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives harmless from and against any and all Claims, loss, damage, tax including GST, liability and/or expense that may be incurred by Diabetes Queensland, its affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives arising out of or in connection with the performance of its duties as described in these Terms of Use (except as caused by its gross negligence or wilful misconduct) including without limitation the legal costs, fees and expenses of defending itself against any Claim by any parties as a result or arising out of the use of this Site by you.

30) Applicable Laws

Use of the Diabetes Queensland's Site and these Terms of Use are governed by the laws of the State of Queensland, Australia. Any claim relating to use of the Site shall be heard by Queensland Courts. If you choose to access this Site from a location outside Australia, you do so on your own initiative and are responsible for compliance with applicable local laws.

31) Termination

- a) Diabetes Queensland may in its sole discretion terminate these Terms of Use and/or your membership and use of the Site (or any part) at any time with or without notice and for any reason including circumstances where the organisation suspects that you have provided false or misleading registration information, interfered with other users or the administration of this Site, or violated these Terms and Conditions.
- b) You have the right to cancel your membership at any time by contacting Diabetes Queensland. The provisions of the Terms of Use survive any termination of membership.

32) Notices

- a) Notices to you may be made via either e-mail or post to the address(es) contained in your membership registration or as otherwise updated by you.
- b) You agree that where Diabetes Queensland sends you an e-mail in connection with this Site, the message is deemed received by you when the organisation sends the message addressed to an e-mail address nominated in your membership registration or as otherwise updated by you using this Site.

33) General Provisions

- a) If any of these Terms and Conditions is determined to be unlawful, void or for any reason unenforceable, then that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of the remaining provisions.
- b) If there is any inconsistency between these Terms and Conditions and any other documentation included in the Site, these Terms and Conditions prevail.
- c) These Terms and Conditions, as they may be varied from time to time, constitute the entire agreement between Diabetes Queensland and you with respect to your membership and use of the Site.
- d) In these Terms of Use, a reference to Diabetes Queensland includes their employees, officers, agents and contractors from time to time.
- e) You agree to hold harmless Diabetes Queensland and its Directors and employees from all claims arising out of, or related to, your access or use of, or your inability to access or use, this Site or the information contained in this Site or other Sites to which it is linked, including but not limited to claims that you have found something you have heard, viewed or downloaded from this Site or another Site to which it is linked to be obscene, offensive, defamatory, or infringing upon your intellectual property rights.
- f) In no event will Diabetes Queensland or the contributors of information to this Site be liable to you or anyone else for any decision made, or action taken by you in reliance on such information or for any consequential, special or similar damages, even if advised of the possibility of such damages.
- g) Diabetes Queensland reserves the right to change these terms and conditions at any time.

34) Privacy

Diabetes Queensland respects your right to privacy. Please read the Diabetes Queensland Privacy Statement for full details.

35) Acceptance of these Terms of Use

Your continued use of this site is considered to be acceptance of all terms and conditions contained in this Terms of Use.