

## Website Disclaimer

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following disclaimer, together with our terms and conditions of use.

The information contained in this website is for general information purposes only and is provided by Merri's Nutrition and Fitness. While we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. You need to make your own enquiries to determine if the information or products are appropriate for your intended use.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

Through this website you may be able to link to other websites which are not under the control of Merri's Nutrition and Fitness. We have no control over the nature, content and availability of those websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the website up and running smoothly. However, Merri's Nutrition and Fitness takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## COPYRIGHT NOTICE

This website and its contents are the copyright of Merri's Nutrition and Fitness – © 2018. All rights reserved.

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You may not, except with our express written permission, distribute or commercially exploit the content. You may not transmit it or store it on any other website or other form of electronic retrieval system.

## YOUR PRIVACY

Last updated: 12 September 2018

At Merri's Nutrition and Fitness, we are committed to protecting your privacy as a customer and an online visitor to our website. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our privacy policy below carefully.

## INFORMATION WE COLLECT FROM YOU

In the course of your visits to our website or use of our products and services, we may obtain the following information about you: name, company name, email address, telephone number, credit card details, billing address, geographic location, IP address, survey responses, support queries, blog comments and social media handles (together 'Personal Data').

Our services are not directed to persons under 18 and we do not knowingly collect Personal Data from anyone under 18. If we become aware that a child under 18 has provided us with Personal Data, we will delete that information as quickly as possible. If you are the parent or guardian of a child and you believe they have provided us with Personal Data without your consent, then please contact us.

You can review, correct, update or delete your Personal Data by either logging into your account and making the changes yourself or contacting us directly to do so.

## HOW WE USE YOUR INFORMATION

**Personally Identifiable Information:** We use the information we collect to deliver our services to you, including: communicating with you, providing technical support, notifying you of updates and offers, sharing useful content, measuring customer satisfaction, diagnosing problems and providing you with a personalised website experience.

Marketing communications are only sent to you if you have requested or subscribed to them. You can opt out of our marketing communications at any time by unsubscribing or emailing us and your request will be actioned immediately.

**Non-Personally Identifiable Information:** We also use the information we collect in aggregated and anonymized forms to improve our services, including: administering our website, producing reports and analytics, advertising our products and services, identifying user demands and assisting in meeting customer needs generally.

Any information you choose to make publicly available, such as blog comments and testimonials on our website, will be available for others to see. If you subsequently remove this information, copies may remain viewable in cached and archived pages on other websites or if others have copied or saved the information.

## STORAGE AND SECURITY OF YOUR INFORMATION

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. All information we receive from you is stored and protected on our secure servers from unauthorized use or access. Credit card information is encrypted before transmission and is not stored by us on our servers.

To enable us to deliver our services, we may transfer information that we collect about you, including Personal Data, across borders for storage and processing in countries other than Australia. If your Personal Data is transferred and processed outside Australia, it will only be transferred to countries that have adequate privacy protections.

We retain your personal information for as long as needed to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

In the event there is a breach of our security and your Personal Data is compromised, we will promptly notify you in compliance with the applicable law.

## COOKIES AND PIXELS

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyse website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third party services such as Google Adwords and Facebook Adverts. These ads may appear on this website or other websites you visit.

## SHARING YOUR INFORMATION WITH THIRD PARTIES

We do not and will not sell or deal in Personal Data or any customer information.

Your Personal Data details are only disclosed to third party suppliers when it is required by law, for goods or services which you have purchased, for payment processing or to protect our copyright, trademarks and other legal rights. To the extent that we do share your Personal Data with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy and in accordance with applicable law. Our contracts with third parties prohibit them from using any of your Personal Data for any purpose other than that for which it was shared.

## DISCLOSURE OF YOUR INFORMATION

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of Merri's Nutrition and Fitness, our customers or third parties.

If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be transferred to a purchaser under a confidentiality agreement. We would only disclose your Personal Data in good faith and where required by any of the above circumstances.

## LINKS TO OTHER WEBSITES

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

## CHANGE IN PRIVACY POLICY

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy.

## CONTACT US

If you have any questions or concerns at any time about our privacy policy or the use of your Personal Data, please contact us at [contact@merrisnutritionandfitness.com](mailto:contact@merrisnutritionandfitness.com) and we will respond within 48 hours.

## PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Merri's Nutrition and Fitness's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to Merri's Nutrition and Fitness and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

## AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Merri's Nutrition and Fitness's rights and obligations to each other.

## LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that Merri's Nutrition and Fitness is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

## COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), Merri's Nutrition and Fitness's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

## DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of Merri's Nutrition and Fitness.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

## RETURNS AND REFUNDS

Merri's Nutrition and Fitness handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment. All refunds are made at the discretion of Merri's Nutrition and Fitness.

## LINKS TO OTHER WEBSITES

Merri's Nutrition and Fitness may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Merri's Nutrition and Fitness and the owners of those websites. Merri's Nutrition and Fitness takes no responsibility for any of the content found on the linked websites.

Merri's Nutrition and Fitness's website may contain information or advertisements provided by third parties for which Merri's Nutrition and Fitness accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

## DISCLAIMER

To the fullest extent permitted by law, Merri's Nutrition and Fitness absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Merri's Nutrition and Fitness gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of Merri's Nutrition and Fitness to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

## YOUR PRIVACY

At Merri's Nutrition and Fitness, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers. Merri's Nutrition and Fitness's secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

## THIRD PARTIES

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

## DISCLOSURE OF INFORMATION

Merri's Nutrition and Fitness may be required, in certain circumstances, to disclose information in good faith and where Merri's Nutrition and Fitness is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

## EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Merri's Nutrition and Fitness. Merri's Nutrition and Fitness expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then Merri's Nutrition and Fitness will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. Merri's Nutrition and Fitness reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

## COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

## WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and Merri's Nutrition and Fitness concerning your use and access to Merri's Nutrition and Fitness's website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

## EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## FITNESS AND EXERCISE

Exercise and health are matters that vary from person to person. You should understand that when participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Merri's Nutrition and Fitness, all its instructors, commentators and any associated with the Merri's Nutrition and Fitness website from any and all claims or causes of action, known or unknown.

Merri's Nutrition and Fitness and its contents are made available without warranties or guarantees of any kind and Merri's Nutrition and Fitness, any contributing author(s) of any articles including any third party contributors, disclaim any and all liability for any type or form of injury, including personal, direct, indirect or consequential or damage of any kind or type resulting from the use of this website or from any information, advice, goods, services or other resources that may be mentioned or made accessible through this website. This includes personal physical injury from performing any exercise described, or any and all forms of injury and/or damage to person, either animate or inanimate, mental, physical, electronic or any and other form of injury. We also disclaim liability caused by intentional or unintentional negligence.

You should always consult a physician before starting a fitness program or changing your diet. Not all exercises, nutrition programs or activities are suitable for everyone. The information presented in this website is in no way intended as a substitute for medical, nutritional or psychological counselling.

All information contained on Merri's Nutrition and Fitness, including information relating to medical and health conditions, products, treatments and nutrition is for informational purposes only. The content is also not intended to be a substitute for professional training, nutrition, diet, health, wellness, fitness, training tips, eating disorders, related issues or any other form of advice. When in doubt, consult your primary care physician, registered dietician or another certified professional.

## DIETARY OR SPORTS SUPPLEMENTS

All information contained on this website is for information purposes only. It should not be used to diagnose, prevent, treat or cure any sickness, disease, health or medical condition and is not meant to substitute professional dietary advice or treatment. In addition, the products themselves including any food supplements are not intended to diagnose, prevent, treat or cure any health or medical condition. Any product purchased for whatever reason which is used as a food supplement is done so at the discretion of the customer.

It is not uncommon to be intolerant to certain grains, nuts or food groups. If you have or suspect you may have allergies or medical issues which may be affected by certain foods, or after taking or using any of our products you find you may have or are experiencing side effects, you should promptly contact your health care provider. Do not exceed the stated dose or use with prescribed medication unless advised by a doctor or medical practitioner. You are using and taking all products at your own risk. We accept no liability for any result, direct or indirect, of you taking any product and neither Merri's Nutrition and Fitness or its employees may be held responsible for any claim made against them.

You should also consult a physician or medical practitioner before taking any dietary supplement, especially if you are pregnant or nursing

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## AMENDMENT OF TERMS

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It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.



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You must be over 18 years of age to use this website and to purchase any goods or services.

## DELIVERY OF GOODS

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Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

## RETURNS AND REFUNDS OF GOODS (ie. Supplements)

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Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of Merri's Nutrition and Fitness to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

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## EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Merri's Nutrition and Fitness. Merri's Nutrition and Fitness expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then Merri's Nutrition and Fitness will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. Merri's Nutrition and Fitness reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

## COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

Merri's Nutrition and Fitness expressly reserves all copyright and trademark in all documents, information and materials on our website and we reserve the right to take action against you if you breach any of these terms.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

#### WHOLE AGREEMENT

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#### EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

#### DIETARY OR SPORTS SUPPLEMENTS

All information contained on this website is for information purposes only. It should not be used to diagnose, prevent, treat or cure any sickness, disease, health or medical condition and is not meant to substitute professional dietary advice or treatment. In addition, the products themselves including any food supplements are not intended to diagnose, prevent, treat or cure any health or medical condition. Any product purchased for whatever reason which is used as a food supplement is done so at the discretion of the customer.

It is not uncommon to be intolerant to certain grains, nuts or food groups. If you have or suspect you may have allergies or medical issues which may be affected by certain foods, or after taking or using any of our products you find you may have or are experiencing side effects, you should promptly contact your health care provider. Do not exceed the stated dose or use with prescribed medication unless advised by a doctor or medical practitioner. You are using and taking all products at your own risk. We accept no liability for any result, direct or indirect, of you taking any product and neither Merri's Nutrition and Fitness or its employees may be held responsible for any claim made against them.

You should also consult a physician or medical practitioner before taking any dietary supplement, especially if you are pregnant or nursing.

## IMPORT DUTY

If you order products from our site that may be subject to restrictions, quarantine, import duties or taxes which are levied when the delivery reaches the specified destination, you will be responsible for payment of any such testing, quarantine or import fees, duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

## JURISDICTION

This agreement and this website are subject to the laws of Melbourne and Australia. If there is a dispute between you and Merri's Nutrition and Fitness that results in litigation then you must submit to the jurisdiction of the courts of Melbourne.