



# NHAA Website Terms of Use

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## Terms of Use

These Terms of Use govern access to and use of the website of the Naturopaths and Herbalists Association of Australia ([nhaa.org.au](http://nhaa.org.au)) (the NHAA website).

By accessing the NHAA website you acknowledge and accept these Terms of Use and the NHAA's Privacy Policy. The NHAA may at any time change these Terms of Use or any other content of the NHAA website. The amended policy will apply whether or not we have given you specific notice of any change. We recommend you check the NHAA website regularly to ensure that you are aware of our current Terms of Use.

## Not Advice

The information provided on the NHAA website is not intended to constitute professional, business, or legal advice. It is provided as general information only and is not intended as a substitute for advice from a qualified professional.

## Disclaimer

Whilst care and diligence have been used to maintain the information on the NHAA website, it may not be accurate, current, or complete in all respects and consequently the NHAA does not make any representations or warranties as to the accuracy, currency, or completeness of the information.

The NHAA is not responsible to you or anyone else for any loss suffered in connection with the use of the NHAA website or any of its content. The NHAA excludes, to the extent permitted by law, any liability which may arise because of the use of the NHAA's website, its content, or the information on it, including links to other websites.

Where liability cannot be excluded, any liability incurred by the NHAA in relation to the use of the NHAA's website or its content, is limited to the extent provided for by the Australian Consumer Law. To the extent permitted by law, the NHAA will not be liable for any consequential, incidental, indirect or special loss.

NHAA members are required to comply with the NHAA's Code of Conduct; however, the NHAA makes no representations as to the suitability of any member in respect of any condition you may have and will not be liable for any fees, costs, damages, or any moneys howsoever incurred as a result of any claim arising from your treatment.

## **Intellectual Property**

Users of the NHAA website are granted a non-exclusive, non-assignable and non-transferable licence to use the NHAA's website only in accordance with these Terms of Use.

Nothing in these Terms of the Use or the NHAA's website will give users ownership of the content. Users may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, post, communicate or use the content except as:

- expressly authorised either in the NHAA website or these Terms of Use;
- permitted under the Copyright Act, including for any fair dealing purpose such as private study, research, criticism, or review; or
- authorised in writing by the NHAA.

The NHAA owns or is entitled under licence to all rights, titles, and interests (including present and future copyright) in the NHAA website. All material including domain names, company and business names, text, graphics, images, photographs, designs, illustrations, diagrams, logos, buttons, icons, software, and all products and services described on the NHAA website are owned exclusively by the NHAA or others who have licensed their material to the NHAA (unless expressly indicated otherwise).

The NHAA reserves the right to all other intellectual property that is inherent in other information, products, processes, or technologies that form part of the NHAA website and are not explicitly licensed.

## **Linking to the NHAA website**

When establishing an external link from another website to the NHAA website:

- a link to the NHAA website must only be used as a 'hot' (direct) link to an NHAA webpage and for no other purpose;
- a link should preferably be made to the NHAA's homepage;
- a link to another page on the NHAA website is permitted, although since information and page structures may change over time it is suggested that you run an automated link-checker periodically to test the integrity of that link;
- you may link to NHAA content, but not replicate it without permission;
- you must not create a browser or framed border environment around NHAA content;
- you must not use the NHAA logo without the NHAA's written consent;
- your website must not contain content that could be construed as distasteful or offensive;
- your website must not claim or infer the existence of any relationship with, or endorsement by, the NHAA, unless you have obtained the NHAA's written consent;

- selection of a link from your website to a NHAA webpage, and subsequent page impressions within the NHAA website, will display and retain within the browser software URL information relevant to NHAA webpage addresses; and
- the NHAA retains, in its sole discretion, a right to disapprove and seek the removal of any link to the NHAA website. If a link is not immediately removed upon request, the NHAA reserves the right to disable that link.

## **Prohibitions**

Users of the NHAA website must not:

- use the NHAA website in any way contrary to law or these Terms of Use;
- undertake data harvesting of personal information from the NHAA website;
- use information obtained from the NHAA website about a person, corporation, or other entity to send unsolicited communications to that person, corporation, or other entity;
- in any way interfere with access to, or functionality of, the NHAA website, or any transaction or process undertaken via the NHAA website; or
- reproduce, incorporate, or store any information from the NHAA website, unless the prior written consent of the NHAA has been obtained.

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