

Part A. General user terms

1. Your acceptance

- 1.2 These are the terms on which Diabetes WA Ltd (ABN 77 867 587 369) (referred to as Diabetes WA, we, our or us) permits users (referred to as you or your). These Terms apply when:
- i you access or use the Diabetes WA websites, including www.diabeteswa.com.au, <https://shop.diabeteswa.com.au> and www.desmondaustralia.com.au, and any content, forms, transactions or functionality made available through those websites or
 - ii communicate with Diabetes WA and submit information through the Websites where functionality is provided for that purpose, including through enquiries, registrations, purchases, donations, memberships or other online forms.
- 1.3 You agree to be bound by these Terms when you use, browse or access any part of the Websites.
- 1.4 Diabetes WA may from time-to-time review and update these Terms including to take account of new laws, regulations, products or technology. Your use of the Websites will be governed by the most recent Terms posted on the Websites. By continuing to use the Websites, you agree to be bound by the most recent Terms. It is your responsibility to check the Websites regularly for updated versions of the Terms.

2. Access and communication

- 2.1 We may update, modify, suspend or withdraw parts of the Websites from time to time, including to reflect changes in our services, programs, technology, security requirements, legal obligations or operational needs. We will take reasonable steps to ensure the Websites are accurate and available, but the Websites may contain errors or be unavailable from time to time.
- 2.2 Diabetes WA does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication, including electronic mail, is vulnerable to interception by third parties.

- 2.3 Whilst Diabetes WA takes reasonable precautions to protect information transmitted via the Websites, Diabetes WA cannot and does not guarantee the security or confidentiality of these communications or the security of the Websites.
- 2.4 Diabetes WA does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Websites and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

3. Diabetes WA Content

- 3.1 The Websites are owned and operated by or on behalf of Diabetes WA.
- 3.2 Diabetes WA Content is provided for general information and promotional purposes only. It may include information from third parties, but inclusion of that content does not mean Diabetes WA endorses any organisation, product, service or advice.
- 3.3 All intellectual property rights, including copyright, in the Websites and Diabetes WA Content are owned or licensed by Diabetes WA or any of its related entities. You must not copy, modify or transmit any information contained on the Websites. However, you may copy and download Diabetes WA Content where permitted to do so on the Websites and only for your private purposes and provided you do not remove any copyright notices or any Diabetes WA trade marks or logos.
- 3.4 The trade marks "Diabetes WA", and other names of Diabetes WA referred to in the Websites are trade marks of Diabetes WA. You are not permitted to use, modify or permit the modification of any trade marks, logos or trade names appearing on the Websites.
- 3.5 Diabetes WA grants you a non-exclusive and non-transferable licence to use the Websites for your own personal use, subject to the restrictions specified elsewhere in these Terms. It is not to be otherwise used for commercial exploitation.
- 3.6 If you have a complaint regarding any Diabetes WA Content, Diabetes WA's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Diabetes WA Content.

4. No provision of medical advice

- 4.1 The Websites and Diabetes WA Content provide general health information for educational purposes only and are not a substitute for professional medical

advice, diagnosis or treatment. You should seek advice from a qualified healthcare professional about your individual circumstances and should not delay or disregard medical advice because of something you have read on the Websites. Should you need advice on managing your diabetes please contact our credentialled diabetes educators on 1300 001 880.

- 4.2 Whilst advancements and developments in medical research may affect the health, fitness and nutritional information contained in the Websites, Diabetes WA Content or services made available through the Websites, we do not guarantee that such information will always include the latest or most recent findings or developments.

5. Acceptable use

- 5.1. You must use the Websites lawfully, respectfully and only for their intended purpose.
- 5.2. You must not:
 - a. misuse, copy, modify, frame or interfere with the Websites or any part of them;
 - b. use the Websites for unauthorised commercial purposes, including advertising, marketing or selling goods or services;
 - c. impersonate another person or organisation, or provide false or misleading information;
 - d. submit, link to or distribute unlawful, harmful, misleading, offensive, defamatory, infringing or inappropriate material;
 - e. infringe another person's rights, including privacy, confidentiality or intellectual property rights;
 - f. bypass or attempt to bypass security controls, access another person's account or secure information, or collect login details without authority;
 - g. transmit viruses, malware, harmful code or other material that may damage, disrupt or interfere with the Websites; or
 - h. remove or alter copyright notices, trade marks, legal notices or other rights information on the Websites.
- 5.3. We may suspend, restrict or terminate access to the Websites if we reasonably consider that a person has breached this clause or misused the Websites.

6. Links and advertisements

- 6.1. The Websites may contain links to other websites. We have not reviewed all third-party websites linked on the Websites and are not responsible for, and will not be liable in respect of, their content or accuracy, including websites linked through advertisements. Diabetes WA provides those links as a reference for accessing third party information, goods or services, and not as an endorsement, support or sponsorship of those websites, their operators, or the goods, services or content they describe.
- 6.2. Facebook, X, Instagram, LinkedIn, YouTube and other third-party websites linked to the Websites are not covered by these Terms and may have their own terms and conditions and privacy policies. If you choose to access third party linked sites, you do so at your own risk. Diabetes WA is not responsible for, and will not be liable in respect of, the content, privacy practices or operation of those websites, or any goods, services or content they describe.

7. Direct communications, fundraising and promotional materials

- 7.1. Diabetes WA may communicate with you regarding services, programs, events, fundraising activities and other matters in accordance with our Privacy Policy and applicable law. Information regarding marketing communications, consent and opt-out rights is contained in our Privacy Policy.

8. Privacy

- 8.1. Diabetes WA handles personal information in accordance with its Privacy Policy, as updated from time to time. The Privacy Policy explains how Diabetes WA collects, holds, uses, discloses, stores and protects personal information, including health information and other sensitive information.

- 8.2. If you provide personal information to Diabetes WA through the Websites, including through an enquiry, registration, purchase, donation, membership application or other online form, you are responsible for ensuring the information you provide is accurate and that you have the right to provide it.
- 8.3. If you provide personal information about another person, you must take reasonable steps to ensure that person is aware their information is being provided to Diabetes WA and that it will be handled in accordance with the Privacy Policy, unless it would be unreasonable or impracticable to do so.
- 8.4. The Privacy Policy is available on the Diabetes WA website and should be read together with any privacy collection notice, consent form, service terms, program information or other information provided when Diabetes WA collects or handles personal information.

9. Cookies, analytics and digital services

9.1.

Diabetes WA websites may use cookies and similar technologies. Further information about our use of cookies, analytics technology and related privacy practices is contained in our Privacy Policy.

Part B. Diabetes WA memberships

10. Diabetes WA memberships

- 10.1. You may register to become a Diabetes WA member or renew your membership through our Websites.
- 10.2. We may refuse or cancel online registration of a membership where it is reasonable to do so, including where information provided is incomplete, inaccurate or misleading, where payment is not received, where eligibility requirements are not met, or where registration may involve misuse of the Websites or breach of these Terms.
- 10.3. A membership subscription is for a period of one (1) year.
- 10.4. The fees payable for your Diabetes WA membership are advertised on our Website. Please note the fees set out on our Website are subject to change as we review our membership fee annually.

11. Refunds of memberships

- 11.1. If we refuse or cancel your registration as a Diabetes WA member in accordance with clause 11.2, we will refund the membership fee paid by you, less any amount attributable to the period of membership already used or any other amount we are entitled to retain under law.
- 11.2. If you stop being a member, you will not be entitled to a refund or part refund of any membership fee already paid, except where required under the Australian Consumer Law, another applicable law, or where Diabetes WA determines that a refund is appropriate in the circumstances.
- 11.3. Nothing in this clause limits any rights or remedies you may have under the Australian Consumer Law or any other law that cannot be excluded, restricted or modified.

Part C. Diabetes WA products and services

12. Orders for products through the Diabetes WA Shop

- 12.1. By placing an order via our Websites for products or services we make available online including via the Diabetes WA Shop (Diabetes WA Products), you are making an offer and commitment to purchase such products, services or both in accordance with these Terms. An order is subject to acceptance or rejection by Diabetes WA in its discretion after receipt of the order.

- 12.2. Once you have placed an order for the Diabetes WA Products via our Website, you will receive an email confirming the details of your order. The order is reviewed and if there are no discrepancies payment is processed for the order against the card details that were entered at the time of the order. In the event of a discrepancy, and if the discrepancy cannot be resolved within 7 days, the order will be cancelled. This will require you to process a new online order.
- 12.3. If you do not receive a confirmation email, your order may not have been accepted. You may contact Diabetes WA on 1300 001 880 to check the status of your order.
- 12.4. Notwithstanding anything to the contrary, we may at any time following receipt of your order accept, decline, or limit your order for any reason whatsoever, whether or not your credit card has been charged or we have otherwise received payment from you. We will issue you with a refund if your credit card has been charged or we have received payment from you, and your order is cancelled by us.
- 12.5. Diabetes WA may not accept orders for Diabetes WA Products originating from outside Australia.

13. Refunds and returns

- 13.1. The Diabetes WA Products sold through the Diabetes WA Shop website is subject to and will be handled in accordance with the Diabetes WA Refunds Policy. The Diabetes Refunds Policy will form part of these Terms and can be found at [Refund policy](#)

14. Changes to product, services and pricing

- 14.1. We may modify advertised prices, product and service offerings, including the Diabetes WA Products at our discretion for any reason (including but not limited to changes in market conditions, product discontinuation, changes in availability, manufacturer changes, errors in advertising, and in other circumstances).
- 14.2. Any information we provide in relation to the availability of the Diabetes WA Products is a guide only and is subject to change without notice. We will not be liable for any lack of availability of the Diabetes WA Products that you may order through the Websites.

15. Fundraising

- 15.1. You may access certain information and our fundraising products and services (Fundraising Products) via our Websites in order to organise or run a fundraising event or challenge in support of Diabetes WA.
- 15.2. You are responsible for complying with any relevant State or Federal laws (including taxation or fundraising laws) in respect of any fundraising activities you organise or run in support of Diabetes WA, which may involve the use of our Fundraising Products. Such fundraising activities may include raffles, lotteries and other gaming activities.
- 15.3. Diabetes WA accepts no liability however arising out of or in connection with any fundraising event or challenge using our Fundraising Products or is otherwise organised or run in support of Diabetes WA.
- 15.4. Donations to Diabetes WA are not refundable. Should an error be made by Diabetes WA or its financial institution(s), full refunds will be made immediately upon notification in writing of the error and reasonable costs borne by Diabetes WA. Diabetes WA will process such a refund within 30 days of the receipt of such request.

Part D. General terms

16. Payment

- 16.1. Payment for an order in respect of Diabetes WA Products or a Diabetes WA membership is made online through the Websites (Online Payment).
- 16.2. Your order will be delivered to you using one of our third-party couriers.
- 16.3. Diabetes WA uses online payment service providers (including Shop Pay and Google Pay) to provide the payment services for the Website. For more information on Shop Pay and Google Pay security processes, please visit their website at www.shop.app/shop-pay and www.pay.google.com/intl/en_au/about/ . We accept Online Payment services from VISA or MasterCard only.
- 16.4. We only accept credit cards issued in Australia. The credit card holder must be either the billing or shipping recipient.
- 16.5. If you choose to pay by credit card, you authorise us to debit the amount that is payable for an accepted order from your nominated credit card account.

- 16.6. If we are unable to successfully process your credit card for your order that is accepted by us, then we may cancel your order.
- 16.7. You must not pay, or attempt to pay, for orders through any fraudulent or unlawful means.
- 16.8. We will provide you with a receipt at time of confirmation of the order (in respect of Online Payments) which specifies the total fees and charges for the products and services in your order.
- 16.9. Any specific terms and conditions of supply for any products or services purchased via the Websites will be notified to you via the Websites before you finalise your order. Your confirmation of any order indicates your acceptance of those terms and conditions of supply, which will upon confirmation of the order be incorporated into these Terms in respect of that order.
- 16.10. You may be entitled to concession pricing in respect of the Diabetes WA Products and Diabetes WA membership subscriptions offered via our Websites if you are a member of the National Diabetes Service Scheme or Diabetes WA or hold a seniors, pensioner, Department of Veterans Affairs, healthcare card or student card. You must quote your concession details at the time of placing your order to receive concession pricing for such Diabetes WA Products or Diabetes WA membership subscription.

17. Indemnity

- 17.1. You will fully indemnify Diabetes WA in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:
 - (a) any breach of these Terms by you;
 - (b) your use of the Websites;
 - (c) your communications with Diabetes WA;
 - (d) any third-party use of the Websites through your Accounts (whether authorised or not).

18. Warranties, consumer guarantees and limitation of liability

- 18.1. Subject to clause 18.2, any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms by legislation, common law,

equity, trade, custom or usage is excluded to the maximum extent permitted by law.

- 18.2. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law being Schedule 2 to the Competition and Consumer Act 2010 (Cth) (ACL) or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 18.3. To the fullest extent permitted by law, the liability of Diabetes WA for a breach of a nonexcludable guarantee referred to in clause 21.2 is limited, at Diabetes WA's option, to:
- (a) in the case of goods supplied or offered by us, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services supplied or offered by us:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.
- 18.4. Diabetes WA will not be liable to you for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with the Websites, the Diabetes WA Content, all links to or from the Websites or the goods and services advertised or referred to on the Websites.
- 18.5. Subject to this clause, the maximum aggregate liability of Diabetes WA for all proven losses, damages and claims arising out of or in connection with these Terms or a supply under these Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$100.

19. Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Western Australia, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

20. Contacting us

If you have questions about the Websites or these Terms, please contact us at

info@diabeteswa.com.au .