

my dietitian

terms and conditions

Please read these terms and conditions for using the ***my dietitian*** website offered by my dietitian Pty Ltd and associated nero app (Application).

The following terms and condition govern all use of the “my dietitian website”, “nero app” and all the “Content”, “Service” and “Products” available to the user (“user” “you” “your”). By assessing or using the Service, you agree to become bound by the terms and conditions. If you do not agree with the Terms and Conditions, use must cease usage of the Service, immediately,

If you have any questions, contact us at info@mydietitian.com.au.

1. About the Service

- 1.1 Welcome to the Terms and Conditions – My Dietitian Pty Ltd and the Application facilitates interactions between:
 - a) My Dietitian Accredited Dietitian Nutritionist (Maya McColm) – the Professional
 - b) The My Dietitian - Website
 - c) The nero Application – the App
 - d) The customers – User (“user” “you” “your”)
- 1.2 My Dietitian Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When My Dietitian Pty Ltd updates the terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication.

2. Acceptance of the Terms

You accept the Terms by using or browsing the Application. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Nero Resources Pty Ltd in the user interface.

3. The Service

- 3.1 In order to access the Services, you are required to register for an account through the Website or during the consultation.

- 3.2 As part of the registration process, or as part of your continued use of the Service, you may be required to provide information about yourself (such as identification or contact details), including:
- a) Email address
 - b) Preferred username
 - c) Mailing address
 - d) Telephone number
 - e) Password
 - f) Anthropometric Data
 - g) Date of Birth
 - h) Nutrition history and health data
 - i) Nutritional goals and objectives
- 3.3 You warrant that any information you give to My Dietitian Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- 3.4 Once you have completed the registration process, you will be a registered member of the Service (Member) and agree to be bound by the Terms.
- 3.5 You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with Nero Resources Pty Ltd.

4. Your obligation as a Member

- 4.1 As a Member, you agree to comply with the following:
- a) you will not share your profile with any other person
 - b) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - c) You have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Service;
 - d) Any use of your registration information by other person, or third parties, is strictly prohibited. You agree to immediately notify My Dietitian Pty Ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - e) You must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
 - f) Access and use of the Service is limited, non-transferable and allows for the sole use of the Website/nero App by you for the purposes of providing the Services;

- g) You will not use the Services in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of My Dietitian Pty Ltd.
- h) You will not use the Services for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purposes of sending unsolicited email or unauthorised framing of or linking to the Website;
- i) You agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Membership. Appropriate legal action will be taken by My Dietitian Pty Ltd for any illegal or unauthorised use of the Service.

5. Disclaimer

- 5.1 Any Data provided to the Professional using the nero app in creation of the auto generated report is based upon the data provided by You and is for the purpose of obtaining basic nutrition information for general healthy nutritional advice.
- 5.2 This Auto Generated report is not intended to be relied upon as, nor to be a substitute for, specific professional advice.
- 5.3 No liability shall be incurred by My Dietitian Pty Ltd for any failure to supply complete accurate data, undisclosed intolerances and conditions or for the advice provided to the Professional. All Customers with any known or suspected medical condition are recommended to seek advice of a qualified Medical Professional.
- 5.4 The Professional has stated qualifications (Accredited Dietitian Nutritionist) and the Professional is responsible for ensuring that all their personal information is maintained and current.
- 5.5 The resources on the nero app is based on the best medically backed information available at the date of App development.
- 5.6 The Platform is not designed to:
 - a) Provide menus that are designed for the specific needs of the Customer as individual diets require detailed interpretation of individual's medical, surgical and biochemical history as well as their socio-economic, ethnic and religious background – which requires a consultation with an Accredited or Registered Dietitian Nutritionist or other qualified nutrition professional (Professional).
 - b) Prescribe the special dietary needs of infants and children requiring therapeutic diets – which requires a consultation with an Accredited or Registered Dietitian Nutritionist or other qualified nutrition professional.

- c) Provide dietary advice on the dietary management of allergies – which requires the advice from an Accredited or Registered Dietitian Nutritionist or other qualified nutrition professional.
- 5.7 Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- a) Subjected to this clause, and to the extent permitted by law:
 - (i) All terms, guarantees, warranties, representations or conditions which not expressly stated in the Terms are excluded; and
 - (ii) My Dietitian Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such a loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
 - b) Use of the Service is at your own risk. The Website and nero App Service is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of My Dietitian Pty Ltd and Nero Resources Pty Ltd make any express or implied representation or warranty about the nero App Content or any products or Services (including the products or Services of Nero Resources Pty Ltd). This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) The accuracy, suitability or currency of any information on the nero App, the Service, or any of its Services related products (including third-party material and advertisements on the Website);
 - (iii) Costs incurred as a result of you using the Service; and
 - (iv) The Services or operation in respect to links which are provided for your convenience.
 - c) You acknowledge that nero App and the Services are only intended to facilitate the interactions between You and the Professional and does not offer any services other than the nero App Service.

6. Limitation of Liability

- 6.1 My Dietitian Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise will not exceed the resupply of the Services to you.
- 6.2 You expressly understand and agree that My Dietitian Pty Ltd affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 6.3 You acknowledge and agree that My Dietitian Pty Ltd holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Platform.

7. Competitors

If you are in the business of providing similar Services for the purposes of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of My Dietitian Pty Ltd. Competitors are not permitted to use or access the Service. If you breach this provision, My Dietitian Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

8. Copyright and Intellectual Property

- 8.1 The My Dietitian Services and associated nero App and related products of My Dietitian Pty Ltd and Nero Resources Pty Ltd are subject to copyright. The material of the Platform is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including) in the Services (including but not limited to text, graphics, logos, button icons, video images, audio clips, Platform, code, scripts, design elements and interactive features) are owned or controlled for these purposes, and are reserved by My Dietitian Pty Ltd and Nero Resources Pty Ltd or its contributors.
- 8.2 All trademarks, service marks and trade names are owned, registered and/or licensed by My Dietitian Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
- a) Use the nero App pursuant to the Terms;
 - b) Copy and store the nero App and the material contained in the Service in your device's cache memory; and
 - c) Print pages from the nero App for your own personal and non-commercial use.

Nero Resources Pty Ltd does not grant you any other rights whatsoever in relation to the nero App or the Services. All other rights are expressly reserved by My Dietitian Pty Ltd.

- 8.3 My Dietitian Pty Ltd retains all right, title and interest in and to the Services. Nothing you do on or in relation to the Platform will transfer any:
- a) Business name, trading name, domain name trade mark, industrial design, patent, registered design or copyright, or
 - b) A right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - c) A thing, system or process that is in the subject of a patent, registered design or copyright (or an adaption or modification of such a thing, system or process), to you.
- 8.4 You may not, without the prior permission of My Dietitian Pty Ltd and permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms.

9. Privacy

My Dietitian Pty Ltd takes your privacy seriously and any information provided through your use of the Services are subject to My Dietitian Pty Ltd's Privacy Policy, which is available on the Website.

10. Payment

- 10.1 Payment for Professional services are rebatable via Medicare and Private Health Insurance. The rebate amount depends on your level of cover and type of referral.
- 10.2 Nero App registration is free for You the Customers.
- 10.3 My Dietitian Pty Ltd offers the services of providing nutrition resources via the nero App and store.
- 10.4 All payments made by purchased via the store are made using Stripe. In using the services on when making any payment, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on the Application.

11. Refund Policy

- 11.1 If You are unsatisfied with the store products purchased via the nero App, contact us through the "contact Us" section of the Website requesting a refund.

- 11.2 If a refund for a store item is requested, all or part of the refund payments will be made directly, less any fees and charges incurred by in processing the refund.
- 11.3 You can subscribe or unsubscribe from the nero App immediately.

12. Termination of Contract

- 12.1 If you want to terminate the Terms, you may do so by unsubscribing directly on the nero App and is immediate.
- 12.2 Nero Resources Pty Ltd may at any time, terminate the Terms with you if:
- a) you have breached any provision of the Terms or intend to breach any provision;
 - b) Nero Resources Pty Ltd is required to do so by law;
 - c) Nero Resources Pty Ltd is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
 - d) the provision of the Services to you by Nero Resources Pty Ltd is, in the opinion of Nero Resources Pty Ltd, no longer commercially viable.
- 12.3 When the Terms come to an end, all the legal rights, obligations and liabilities that you and My Dietitian Pty Ltd have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

13. Indemnity

- 13.1 You agree to indemnify My Dietitian Pty Ltd, its affiliates (Nero Resources Pty Ltd), employees, agents, contributors, third-party content providers and licensors from and against:
- a) All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with the Services or Content,
 - b) Any direct or indirect consequences of you accessing, using or transacting on the Platform or attempts to do so; and/or
 - c) Any breach of the Terms
- 13.2 This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Competition and Consumer ACT 2010 (Cth).

14. Code of Professional Conduct

My Dietitian Service provision complies with the Dietitians Association of Australia (DAA) Code of Ethics and Code of Professional Conduct.

15. Governance and Jurisdiction

If a dispute arises regarding these terms of use, the laws of Queensland, Australia, will apply. In relation to any such dispute, you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

If you access this Platform in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply.

Contact Us

If you have any questions about these Terms and Conditions, please contact us by email: info@mydietitian.com.au.

Effective: January 2019