



Terms & Conditions

Nutriway Terms of Use

Thank you for visiting www.nutriway.com.au. This Web site (our “Site”) is a service made available by Nutriway, a division of Amway of Australia (“we” or “us”). All content, information, and services provided on and through our Site may be used only under the following terms and conditions.

YOUR USE OF OUR SITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY BEFORE USING THE SITE. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS OF USE, YOU MUST NOT USE OUR SITE.

Your User License

You are granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with these Terms of Use. If you are under 18, you may use our Site only with the involvement of a parent or guardian. Our Site is hosted in Australia but contains some general information that is appropriate for global access and use. We make no representation that all materials on the Site are appropriate or available for use in locations outside Australia, and accessing them from territories where their contents are illegal is prohibited.





Any references on the Site to specific products and services are applicable only to those available in Australia, and any product claims and comparisons to other products on the Site apply within the U.S. only. If you access this Site from other locations, you may choose to link to a local affiliate Web site where you will find information concerning product availability, claims, and comparisons applicable in your location. Those who access this Site from other locations do so on their own initiative and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from Australia or the territory in which they reside.

We reserve the right to refuse service in our sole discretion and without notice. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including attorneys' fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, is strictly prohibited.

Limitations on Your Use

No material from our Site may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use only, provided that (i) you keep intact all copyright and other proprietary notices, and (ii) you make no modifications to the materials.



You may not, without our prior written permission, frame or mirror any material contained on this Site on any other server. The unauthorised use of any such material on any other Web site or computer environment is expressly prohibited. All trademarks, service marks, trade names, and trade dress are proprietary to us.

Privacy and Your Personal Information

Your use of our Site is also subject to the terms of our Privacy Statement. You acknowledge that you have read and understand our Privacy Statement, and consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Statement.

Intellectual Property Rights

Copyright — The Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, modified, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without our prior written permission.

Trademark — NUTRIWAY®, the logo, and all product names, company names, and other logos, unless otherwise noted, are registered trademarks and/or trade dress of Amway of Australia, in Australia, or its affiliates or other companies under common ownership or control (the “Marks”). All other trademarks, product names,





company names, logos, service marks, and/or trade dress mentioned, displayed, cited or otherwise indicated on the Site are the property of their respective owners. The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

Warranty Disclaimer

OUR SITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, ACCURACY, CORRECTNESS, INTEGRITY, RELIABILITY, CURRENCY, ADEQUACY, SUITABILITY, FUNCTIONALITY, AVAILABILITY, OR OPERATION OF THIS SITE OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM, THIS SITE. WE DO NOT WARRANT THAT THE OPERATION OF THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THIS SITE IS FREE FROM VIRUSES AND OTHER HARMFUL COMPONENTS TO EQUIPMENT OR SOFTWARE.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE, NOR DO WE ASSUME RESPONSIBILITY, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THIS SITE (OR THE CONTENT OR SERVICES PROVIDED ON, OR ACCESSIBLE FROM THIS SITE), OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.





Errors and Corrections

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we'll verify it for you.

Links to Affiliate Web Sites

Our Site contains links to local affiliate Web sites, which allow you to receive specific information concerning product availability, claims, and comparisons applicable in your location. Affiliates are responsible for, and undertake to review, their own Web sites for compliance with applicable laws in their respective jurisdictions. These links are provided solely as a convenience to you. We do not endorse or accept any responsibility for the content, or accessibility of resources available on, any affiliate Web site. We suggest that you carefully review the terms of use of each affiliate site you choose to access from our Site.

Your Submissions

We are pleased to hear from our Site users and welcome your comments regarding our content and services. Other than personally identifiable information, which is covered under our Site's Privacy Statement, any suggestions, ideas, concepts, material or other information you submit to, or send via, this Site





("Submissions") shall become, and shall remain, our exclusive property. We shall have no obligation of any kind with respect to such Submissions and shall be free to use and disclose the Submissions to others without limitation.

Changes to these Terms of Use

We reserve the right, in our sole discretion, to change these Terms of Use at any time. Updated versions of the Terms of Use will be posted here on our Site and are effective immediately. The date of the newest version is posted below. Please check back frequently, especially before you use our Site, to see if these Terms of Use have changed. Continued use of the Site after any changes to the Terms of Use constitutes your consent to such changes.

Updated and effective March, 2013

