



Terms & Conditions

Welcome to lushlabs.com.au.

These Terms & Conditions are important, and we advise you to read them carefully. Your use of and access to the Site constitutes your agreement to these Terms & Conditions and any terms elsewhere on the Site.

We reserve the right to amend the Terms & Conditions at any time. Any changes will be published in this web document. Since you are bound by these Terms & Conditions, please periodically refer to this web document to monitor changes.

Site Access and Use

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The Site contains links to other websites outside the Site for your information and convenience. We make no warranty or representation as to the functionality of these links, the security of those sites or the reliability or accuracy of the information contained on these sites. You access any such website entirely at your own risk.

Liability

We and any of our Representatives involved in creating, producing or delivering this Site will not be liable to you or any other person for any direct, incidental, consequential, indirect or punitive loss, injury or damages arising out of access to, use of or inability to use this Site, or any errors or omissions by us or our Representatives.

This site has been produced by us to provide information within Australia only. The product related information on this site is not medical advice and must not be relied upon by individuals or for any specific purpose. Any medical questions should be referred to a health care professional.

Liability for advisory services to Healthcare Professionals

As a healthcare professional, you may from time to time engage us or our Representatives to provide the Services. If you engage the Released Parties to provide such Services, you acknowledge and agree:

- that the Released Parties provide such Services on an ‘all care, no responsibility’ basis; that you rely on such Services solely at your own risk; and that you agree to take final responsibility for (a) reviewing and satisfying yourself that the content of the regulatory documentation is comprehensive, true, accurate and correct, and (b) signing off and submitting such regulatory documentation to regulators;
- any information or advice provided to you by the Released Parties is not intended to be a substitute for professional medical advice or professional legal advice or guidance on legal or regulatory issues;
- the Released Parties, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to warranties regarding merchantability, non-infringement of third party rights, and fitness for a particular purpose; and
- you release, indemnify and hold harmless the Released Parties against any claim or demand whatsoever in connection with any claim, loss, cost, liability or expense suffered or incurred by you in connection with the provision of the Services (or failure to provide the Services), including in connection with the preparation or submission of any regulatory documentation.

Privacy

You may be required to register to access certain features of the Site. If you do so, we will collect your personal information for the purpose of providing you with access to additional educational content, and also for the purpose of understanding our audiences.

We will handle your personal information in accordance with our Privacy Policy which is available [here](#) (and which contains information regarding how you can access your personal information, correct it and/ or make a complaint about our handling of your personal information).

By using this Site and/or registering, you agree to the terms of the Privacy Policy. In addition, by using this Site and/or registering, you consent to us using your personal information for the purpose of us and our related entities sending you information regarding programs, products and services available through them and/ or through their business partners, and to us sharing your personal information with third party

suppliers to arrange and conduct our business activities and functions from time to time. We will always provide you with the ability to opt out of those communications.

Public Areas and Social Media Platforms

To the extent this Site contains Public Areas functionality or to the extent users may upload Content on Social Media Platforms then the following terms apply.

You agree that you will not upload or transmit any communications or content of any type to the Public Areas or Social Media Platforms that infringe or violate any rights of any person. By submitting communications or content to the Public Areas or Social Media Platforms, you agree that such submission is non-confidential for all purposes. It is important to note that we and our Representatives are not responsible for the operation, terms of use or policies of any Social Media Platform. Before using any Social Media Platform you should review its terms of use and policies, including its privacy policy.

If you make any such submission you agree that you will not send or transmit to us by email, (including through the email addresses listed on the “Contact Us” page) any communication or content that infringes or violates any rights of any person. If you submit any business information, idea, concept or invention to us by email, you agree such submission is non-confidential for all purposes.

If you make any submission to a Public Area or a Social Media Platform or if you submit any business information, idea, concept or invention to us by email, you automatically grant-or warrant that the owner of such content or intellectual property has expressly granted us a royalty-free, perpetual, irrevocable, world-wide non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed.

You agree to only post or upload media (like photos, videos or audio) on the Site or a Social Media Platform that you have taken yourself or that you have all rights to transmit and license and which do not violate trademark, copyright, privacy or any other rights of any other person. Photos or videos of celebrities and cartoon or comic images are usually copyrighted by the owner.

To protect your privacy, you agree that you will not submit any media that contains personal information (like name, phone number, email address or web site URL) of you or of anyone else. Uploading media like images or video of other people without their permission is strictly prohibited.

By uploading any media on the Site or a Social Media Platform, you warrant that you have permission from all persons appearing in your media for you to make this

contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Site.

By uploading any media on the Site or a Social Media Platform like a photo or video, (a) you grant us a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes us to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify us and our affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses arising from the media and/or your failure to comply with these the terms described in these Terms & Conditions.

Site Security and Access

You are prohibited from violating or attempting to violate the security measures on the Site, including, without limitation:

Using a false password or one belonging to another user or accessing data not intended for the user or logging into a server or account which such user is not authorized to access;

Disclosing a password or permitting a third party to use a password or failing to notify us if a password is compromised;

Sending unsolicited e-mail or commercial electronic messages, including promotions and/or advertising of products or services.

Expressions

“Content” means all information, brand names, logos, text, material, graphics and software

“Group” means us and our related bodies corporate.

“Public Areas” means functionality (including blogs, message boards, postings, or user reviews etc.) that allows users to upload content to the Site

“Related Body Corporate” has the same meaning as defined in section 50 of the Corporations Act 2001. “Released Parties” means us and our Representatives.

“Representatives” means our directors, employees, contractors and agents.

“Services” means to provide advice on, or to facilitate or assist you to prepare, regulatory documentation, including in connection with the regulatory approval of prescriptions for medicines.

"Site" means www.lushlabs.com.au.

“Social Media Platforms” means social media platforms including, without limitation Facebook, Twitter, Google Plus, YouTube, Instagram, and Pinterest.

Governing Law

This Terms of Use document shall be governed by and interpreted in accordance with the laws of Western Australia. If any provision of this document shall be unlawful, void or for any reasons unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

Contact Us

If you have any questions please contact us at:

Lush Labs

Email: hello@lushlabs.com.au