

DIETITIAN SUPERVISION RESOURCES AUSTRALIA WEBSITE TERMS OF USE

1. ABOUT

- (1) Welcome to our website. We are committed to our vision of advancing dietetics and resources to Dietitians who are seeking support for their professional practice, development and wellbeing via supervision.
- (2) Thank you for using our website located at www.dsra.com.au (“**Website**”). This Website is owned and operated by Dietitian Supervision Resources Australia DSRA (ABN 70 130 316 799) (“**DSRA**”) and these terms and conditions (“**Terms**”) govern your use of our Website.
- (3) DSRA grants licenses to its members (our “**Members**”) to access online digital content (“**Digital Content**”) for supervision services in relation to dietetic practice including downloadable templates, webinars and other resources as well as exclusive services to our Members such as the supply and purchase of professional supervision services that are advertised on our Website from time to time (our “**Membership Services**”). The purchase of products and services from our Website or as a supply under your membership as a Member are subject to these Terms and you must join as a Member to access the Membership Services offered on our Website.
- (4) These Terms, along with our “**Privacy Policy**”, which form a part of these Terms, govern Members use of the Website and our Membership Services.
- (5) Please read our Terms and Privacy Policy carefully before using the Website and accessing our Membership Services because these Terms and “**Privacy Policy**” create a binding contract between DSRA and Member.
- (6) If you are entering these Terms on behalf of a legal entity, you represent that you have the authority to bind the entity to these Terms. If you are a minor, a Member who has legal authority and in accordance and subject to these Terms must agree to these Terms on your behalf. If you do not have such authority, you must not accept these Terms and must not use our Membership Services.
- (7) We may update these Terms from time to time without notice. Any changes to these Terms will be effective from the date published on our Website.

2. MEMBERSHIP REGISTRATION AND ACCEPTANCE OF TERMS

- (1) To obtain access to the Membership Services on our Website, Member must sign up for a customer portal account (“**Member Account**”).
- (2) By signing up for a Member Account, Member will be required to accept the Terms by clicking “Become a Member” in the user interface as a condition of joining as a Member. By clicking the “Become a Member” button you agree to all the terms and conditions listed on these Terms by DSRA which gives notice to you through our user interface as follows:

*By **Registering**, you agree that you've read and accepted our website Terms and Conditions and you consent to our Privacy Policy.*

- (3) As part of the registration process for our Membership Services, Member must provide current, complete and accurate identification, and other information required during the registration process including but not limited to:
 - (a) name;
 - (b) address;
 - (c) a valid email address;
 - (d) user name and password (“**Login Details**”);
 - (e) other information as applicable to set up and administer Member Account to access the Membership Services.

(“Member Data”)

By visiting, registering for, or using the Website and Membership Services, Member agrees that DSRA may send direct communications including periodic newsletters to the email addresses that Member makes available.

- (4) Member owns all right, title and interest in Member’s Data. Member grants to DSRA, or to any third parties used by us in accordance with these Terms a license to use Member Data in order for DSRA to perform its obligations under these Terms.
- (5) If Member Data changes, Member must promptly update Member Account to reflect those changes.
- (6) As a Member of the Website, Member agrees that:
 - (a) a Member Account is personal to Member;
 - (b) Member will abide by all safety guidelines and regulations posted in the Digital Content;
 - (b) Member is solely responsible for maintaining the confidentiality of Member Account and the secrecy of the Login Details;
 - (c) Member must not authorise or permit anyone else to access Member Account by using the Login Details;
 - (d) if Member Account has been compromised in any way, Member must contact DSRA immediately;
 - (e) Member’s access to and use of the Website is non-transferable;
 - (f) Member will use the Website only for purposes permitted by these Terms; and
 - (g) Member will abide by any applicable law, regulation or generally accepted practices or guidelines related to the Membership Services in the relevant jurisdictions.
- (7) Member warrants that:
 - (a) Member is fully able to participate in the Membership Services selected and offered through the Digital Content without undue risk;
 - (b) Member is legally capable of entering into contracts; and
 - (c) Member is authorised to access our Website and that all relevant consents have been obtained to use our Membership Services.
- (8) DSRA reserve the right to deny anyone access to a Member Account at any time for breach or suspected breach of these Terms.

3. FEES

- (1) Our objective is to build a friendly and open community where Members can have a rewarding experience while they learn and connect with other Members. Membership with DSRA is currently free as we value making a difference by getting people involved in advancing the practice of dietetics.
- (2) We reserve the right in the future to change the terms of this Agreement and charge for membership and/or to provide additional optional products or services for a fee.
- (3) Membership fees are currently free but we reserve the right to charge annual recurring membership fees in the future.
- (4) Members may offer their services (“**Supervision Services**”) through the Website as a supervisor (“**Supervisor**”) to a prospective supervisee (“**Supervisee**”) in consideration of our current annual

recurring listing fee advertised on the Website (“**DSRA Annual Supervisor Listing Fee**”) subject to our acceptance of Member’s application to become a Supervisor on our Website which is in our sole discretion.

We may in our sole discretion deny anyone access to membership for any reason and reserve the right to deny an application to become a Supervisor and/or withdraw a Supervisor from our Website including for any breach of our Terms or if a Supervisor is not qualified or suitable to provide Supervision Services to Supervisees.

The following terms apply to your applications and renewals for membership fees (if applicable) and Supervisor listings on our Website:

- Membership is currently free and no fees apply to join DSRA as a Member. We reserve the right in the future to charge membership fees but you will be given thirty (30) days advance notice and the option to opt-out of your DSRA membership should you not wish to pay the applicable membership fee.
- Supervisor listings on our Website incur an annual recurring fee which are advertised on our Website from time to time and are payable at the time of listing (**DSRA Annual Supervisor Listing Fee**)
- DSRA Supervisor Listing Fee and membership fees (if applicable in the future as membership is currently free) will **automatically renew** using the payment method selected and used by Member to subscribe for the initial listing (“**Initial Payment Method**”).
- In order to offer Supervisor listings on our Website, you must be a Member. If membership fees are payable in the future) or you have subscribed to supply Supervisor listings, you will be given thirty (30) days’ advance notice of the end of the current subscription period (“**Thirty Day Cancellation Period**”) (via the email address you supply) of annual renewal payment charges as a Member only or as a Member and a listed Supervisor. Should you then not wish to continue your membership as a Member or as a Member and listed Supervisor, you will then have the option to cancel through the cancellation option in the user interface in Member’s Account. If you do not cancel during the Thirty Day Cancellation Period the applicable annual recurring fees for the following year will be charged to your Initial Payment Method and are not refundable.
- The fees offered for our products and services including membership fees and DSRA Annual Supervisor Listing Fee are subject to change at any time and you will be given a Thirty Day Cancellation Period to cancel as a Member / listed Supervisor if you do not wish to pay the new membership fee (if applicable) or the new DSRA Annual Supervisor Listing Fee.
- If any recurring annual fees cannot be charged for any reason you will be sent reminder notices via email during the Thirty Day Cancellation Period to notify you of non-payment. Your Supervisor listing will be held ‘pending’ during this time. If payment is not made by the end of the Thirty Day Cancellation Period, then your listing will be removed together with all associated data and media content associated with it.
- You can remove your listing from display on our Website at any time through the user interface in your Member Account.
- No refunds for “buyers’ remorse” or if you do not cancel during the Thirty Day Cancellation Period.

DSRA Annual Supervisor Listing Fee

- (5) Payment of any applicable fees may be made through the gateway payment provider (e.g. Paypal or Stripe) published on our Website (“**Payment Processing Service**”) or any other payment method that we authorise in writing including payment by bank deposit. Member authorises DSRA to automatically charge Member any applicable recurring fee through the Payment Processing Service, together with any processing or other associated fees charged by the Payment Processing Service.
- (6) In using the Payment Processing Service, you warrant that you have familiarised yourself with,

and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Processing Service including the relevant fees and charges applied by the Payment Processing Service for online payment gateway services.

- (7) After registration, Member can log into Member Account to gain access to our Membership Services for the Digital Content. Member Account must be active and current to obtain access to our Membership Services.
- (8) DSRA reserves the right to charge, increase or change the fees published on our Website at any time and without notice subject to your right of termination in accordance with these Terms.
- (9) Any applicable membership fees in the future will be charged to you on a recurring annual basis without further authorisation from you unless you have terminated your membership in accordance with these Terms.
- (10) Members are responsible for ensuring that sufficient funds are available at the time of payment processing and that credit card details are correct in order to access our Membership Services.
- (11) If there are payment failures due to insufficient funds, incorrect or outdated payment information, DSRA reserves our right to:
 - (a) recover payment and deny a Member access to our Membership Services; or
 - (b) cancel or suspend a Member's Account or Supervisor listing if we are unable to process the applicable fees.
- (12) All payments for our Membership Services are in Australian Dollar (AUD). DSRA will be entitled to add on GST to its fees for any supply of its Membership Services in Australia.
- (13) Member agrees that DSRA may electronically store applicable Member Data (where applicable) to process membership fees.
- (14) The Membership Services delivered to Member are exclusive and personal to Member. Member must not allow another user without a license to use any of the Membership Services that DSRA delivers to Member under these Terms.
- (15) We may suspend or terminate a Member Account if any misuse or fraudulent activity is detected.
- (16) Member access to the Membership Services will be disabled when Member Account is suspended, terminated or Member's membership ends.

4. REFUND POLICY

- (1) Except as required by law, any fees paid by Member are final and non-refundable.
- (2) Should Member wish to obtain a refund, Member may contact DSRA within fourteen (14) calendar days of performance of our Membership Services or any part thereof to report any discrepancies or faults to make a claim.
- (3) Refunds are made in our discretion subject to any guarantees that cannot be excluded by law.
- (4) DSRA will facilitate a refund if DSRA is unable to facilitate the completion of the Membership Services or if the delivery of our Membership Services is defective or if DSRA determines, in our absolute discretion, it is reasonable to do so.

5. INTELLECTUAL PROPERTY

- (1) In these Terms:

"Intellectual Property (Rights)" means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, circuit layouts, domain names, know-how and other rights of a similar nature worldwide, whether registered or not, and any applications for registration or rights to make such an application.

“Works” means any material or Digital Content made available on the Website and included in our Membership Services, including (without limitation) written texts, documents, articles, news, newsletters, posts, commentaries, surveys, data, photographs, pictures, graphic works, video, or images.

- (2) Member acknowledge that ownership of the Intellectual Property Rights relating to the Website or our Membership Services is the property of, licensed by or vest on creation in DSRA.
- (3) The Works on the Website or generated by or related to any of our Membership Services including our Digital Content (**“Copyright Material”**) are subject to copyright and owned by the copyright owner. The Copyright Material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Copyright Material and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features) are owned or controlled by us. Data procured from a third party may be the subject of copyright owned by that third party.
- (4) The Website and the Copyright Material or any part of it (including, without limitation, any content or images) may not be copied, reproduced, adapted, publicly displayed, duplicated, translated or distributed in any way (including mirroring) to any other device, server, website or other medium for publication or distribution, without our express prior written consent. Members shall take due care to protect the Intellectual Property Rights licensed via our Membership Services from unauthorised use, copying, reproduction, lending, reselling, manipulation, disassembly, distribution or publication.
- (5) All Intellectual Property including any trade marks, service marks, trade names and any other proprietary designations are owned, registered or licensed by us. Any other trade marks, service marks, logos, trade names and any other proprietary designations are the trade marks or property of the respective parties.
- (6) Unless otherwise stated, DSRA retain all rights, title and interest in and to the Copyright Material on the Website and delivered under our Membership Services. Nothing Member does on or in relation to the Website or our Membership Services will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright;
 - (b) right to use or exploit a business name, trading name, domain name, trade mark or industrial design;
 - (c) thing, invention, design, system, work or process that is the subject of a patent, registered design or copyright or any other Intellectual Property Right (or an adaptation, improvement, modification of such a thing, invention, design, system, work or process); or
 - (d) any proprietary rights to Digital Content or our database, know-how or technology.
- (7) “DSRA” and all associated trade marks on the Website are our trade marks or any related entities. Member must not use our trade marks:
 - (a) in or as the whole or part of Member own trade marks;
 - (b) in connection with activities, products or Membership Services which are not ours; or
 - (c) in a manner which may be confusing, misleading or deceptive.
- (8) The obligations accepted by Members under this clause survive termination or expiry of these Terms.

6. LICENCE GRANT

- (1) DSRA grants to Member a limited, non-exclusive, non-transferable, non-sublicensable and revocable license (**“License”**) to access the Website and to interact with and use our Membership Services for the term of Member’s membership solely in connection with Member’s rights under these Terms.
- (2) These Terms do not constitute a sale or transfer of any of DSRA’s Copyright Material and Member must not use, post or upload the Copyright Material or any version of it on any application that enables other people to create and share content or use our Copyright Material on the Internet including on any social networking websites or applications.

- (3) This Licence may be terminated at any time in our sole discretion if Member uses the Website or the Membership Services except as permitted by these Terms.
- (4) As a Member or Supervisor (“**User**”), you warrant that:
 - (a) you are solely responsible for any user content (“**User Content**”) you may post, upload, publish, submit, transmit or otherwise make available on or through the Website;
 - (b) you are the sole and exclusive owner of your User Content you make available through the Website and have all rights, licenses, permissions, consents and releases and approvals necessary to use and publish the User Content on the Website;
 - (c) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content on the Website will infringe, misappropriate or violate a third party’s Intellectual Property Rights, or rights of publicity or privacy, or result in the violation of any applicable law or privacy laws.
- (5) Explicit or offensive content is prohibited. We do not moderate explicit or offensive content. Please immediately report to DSRA any explicit or offensive content at [How to Contact Us](#).
- (6) User grants DSRA a non-exclusive, worldwide, perpetual, irrevocable and royalty free licence to:
 - (a) use, copy, display, share, perform, distribute, disseminate, transmit, translate, edit, cache, store and create derivative works of User Content on the Website, and
 - (b) use the User Content for data analytics to improve our Services.
- (7) User is entirely responsible for the User Content that User uploads to the Website including that User has obtained all necessary consents from third parties. User acknowledges that DSRA does not verify any of User Content.
- (8) User must not upload, send or transmit any Content through the Website that:
 - (a) does not comply with any applicable privacy laws;
 - (b) is deceptive or misleading;
 - (c) offensive or explicit;
 - (d) infringes any intellectual property rights; or
 - (e) is collected, used or disclosed without an individual’s consent.
- (9) DSRA reserves the right to suspend or terminate a Member’s Account if any of User Content is in breach of these Terms.
- (10) DSRA is not responsible for and disclaims all liability in respect of any User Content that a User uploads through the Website or for any loss resulting from any action taken or reliance made in relation to User Content.

7. OTHER RESTRICTIONS ON USE

The Member’s use of the Website is governed and enforced exclusively by DSRA. Without limiting any other provision of the Terms, Member also agree not to do any of the following:

- use the Works on the Website in a defamatory, fraudulent, lewd, or otherwise illegal or inappropriate manner, including but not limited to infringing any third-party intellectual property or privacy rights, whether directly or in context or by juxtaposition with other works;
- hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Website or any part of it; or
- remove, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices contained on or in the Website.

8. MEMBER’S OBLIGATIONS

- (1) Member will:

- (a) exercise reasonable care, skill and diligence in using the Membership Services;
- (b) use the Membership Services in a responsible manner and only in accordance with its intended use;
- (c) be liable for giving any unauthorized third-party access to the Membership Services and use of Digital Content through Member's Account;
- (d) access and use the Digital Content only in accordance with these Terms;
- (e) advise DSRA of any issues with the Digital Content or Membership Services as and when they occur;
- (f) keep secure all Login Details and notify DSRA immediately of any unauthorised access;
- (g) implement, maintain and enforce suitable virus protection in relation to use of the Membership Services;
- (h) use best efforts to ensure that no virus or similar computer programs are transmitted to the Digital Content as a result of access being granted to it.

(2) Member will not:

- (a) distribute, sell, publish, enable or allow access to Member Account except directly to access Member Membership Services;
- (b) use the Digital Content for any commercial purpose without the express written authorisation of DSRA;
- (c) hack, attempt to hack, modify, adapt, merge, translate, decompile, disassemble, reverse engineer or create derivative works out of the Website or the Membership Services or our Copyright Material or any part of it;
- (d) use the Membership Services in any way prohibited by law, regulation, governmental order or decree;
- (e) introduce any computer code or routine that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial or service, unauthorised disclosure or destruction or corruption of data, including viruses, worms, spyware, adware, keyloggers, trojans, time bombs and any new types of programmed threats; or
- (f) remove, disable, modify, add to or tamper with any program code or data, copyright, trade mark or other proprietary notices contained on the Website or in the Membership Services; and
- (g) must not sell, lease, publish, redistribute or sub-license the Digital Content or any of our Copyright Material.

9. MEMBERSHIP TERMINATION

- (1) These Terms will continue to apply until terminated by either the Member or by us as set out below.
- (2) Member may terminate the Membership Services by cancelling the Member's Account at any time through the cancellation option in the user interface in Member's Account.
- (3) DSRA may terminate these Terms without notice to Member if:
 - (a) Member has breached any provision of the Terms;
 - (b) DSRA believes that Member is making unauthorised or improper use of the Membership Services;
 - (c) DSRA is required to do so by law;
 - (d) without cause or notice if the provision of the Membership Services to Member by DSRA is, in the opinion of DSRA, no longer commercially viable.
- (4) DSRA reserves the right to discontinue Member Account at any time and may suspend or deny, in our sole discretion, Member's access to all or any portion of the Membership Services without notice if Member's conduct impacts our name or reputation or violates the rights of any other party.
- (5) Your early termination of any paid subscription is not a ground for a refund including for DSRA Annual Supervisor Listing Fee as you cannot terminate for "buyer's remorse".
- (6) If Member has not logged into Member Account within a six (6) month period and the status of Member Account is dormant, DSRA reserve the right to unilaterally terminate Member Account and delete any Member Data.

10. WARRANTIES AND REPRESENTATIONS

- (1) No warranty of any kind whether express or implied is made in relation to the accuracy of the Digital Content, any Copyright Material or any content on the Website.
- (2) DSRA does not warrant that the Membership Services will be performed error-free, uninterrupted or free of bugs or viruses.
- (3) It is Member's sole responsibility to determine that the Membership Services or the purchase of any products or services on our Website including Supervision Services or any part of these meet the needs of Member or are otherwise suitable for the purpose for which they are purchased.
- (4) DSRA excludes from these Terms all other warranties, conditions and terms implied by law except for any, the exclusion of which would contravene any law.
- (5) Member represents and warrants that Member:
 - (a) is legally permitted to use and access the Membership Services;
 - (b) takes full responsibility for the selection and use of and user's access to the Membership Services;
 - (c) is solely responsible for the accuracy of the Member Data that Member submits in relation to the supply of the Membership Services;
 - (d) agrees that DSRA does not control, verify, or endorse the Member Data;
 - (e) is solely responsible for creating backups of Member Data; and
 - (f) in relation to Member Data, that Member owns it or is licensed to use the Intellectual Property Rights in it and that the use of the Member Data will not result in the infringement of any of the proprietary rights of third parties.
- (6) Member warrants that the Member Data is not in contravention of any legislation or any advertising or marketing laws or any other third-party rights.
- (7) This clause survives the termination or expiry of these Terms for whatever reason.

11. DISCLAIMER AND CONFLICT OF INTEREST DECLARATION

- (1) Member shall not, at any time, be obliged to act on any information, suggestion, advice or guidance ("**Guidance**") given by DSRA as part of the Digital Content and Membership Services, but if and to the extent that it does so, it shall do so at their own risk. Member hereby unconditionally and irrevocably waives any rights of action it may have as against DSRA in relation to any such information, suggestions, advice or guidance. Member is advised to take independent appropriate professional or medical advice before acting on such Guidance given within the Digital Content and Membership Services.
- (2) There may be risks associated with participating in activities covered under the Digital Content and Membership Services for people in both good or poor health or with pre-existing physical or mental health conditions. It is possible that Member may become injured or ill while participating in the Membership Services. Although thorough instruction is included in the Digital Content, Member participates of its own free will and accordingly, knowingly and voluntarily assumes all risks associated with the products and services provided through our Website. Information contained within the Digital Content is not intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or business and should not be relied upon in that regard. The Digital Content and Membership Services is not a substitute for direct, personal, professional medical care and diagnosis. If as a Member you have or suspect that you have a medical problem or impairment, contact your doctor or health care provider promptly.
- (3) Member acknowledges that DSRA does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Membership Services or Digital Content.
- (4) DSRA does not supply Supervision Services. Supervision Services are provided by Supervisors to Supervisees. DSRA may make additional enquiries as to a Supervisor but does not endorse any Supervisor. Any such contracts are between Supervisor and Supervisee and DSRA is not a party to such contract. DSRA does not endorse Supervisees and you are solely responsible for transactions entered into with Supervisors. Any decision made to engage the Supervision Services of a Supervisor are at the sole discretion and risk of a Supervisee and each Supervisee

must decide whether a Supervisor is suitable for what is required. DSRA does not guarantee the suitability, legality, qualifications, experience or credentials of any Member or Supervisor. Member agrees that the entire risk arising out of the use of our Services remains solely with Member to the maximum extent permitted by law.

- (5) Nothing in these 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.
- (6) Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) DSRA will not be liable for any indirect, special or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Membership Services or these Terms (including as a result of not being able to use the Membership Services or the late supply of the Membership Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (7) Use of the Website and the Membership Services is at Member's own risk. Everything on the Website and the Membership Services is provided to Member on an "as is" and "as available" basis, without warranty or condition of any kind, except as otherwise expressly provided in these Terms.
- (8) None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of DSRA (including any third-party providers) make any express or implied representation or warranty about the Membership Services and the Digital Content. This includes (but is not restricted to) loss or damage Member might suffer as a result of any of the following:
 - (a) 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;
 - (b) the accuracy, suitability or currency of any information on the Website, the Membership Services, or any of the Digital Content (including third party material and advertisements on the Website);
 - (c) costs incurred because of Member using the Website, the Membership Services or any of the Digital Content;
 - (d) the Digital Content or operation in respect to Website links which are provided for the Member's convenience;
 - (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
 - (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.
- (9) Tara MacGregor declares a conflict of interest in her role as a financier of DSRA. Tara provides private supervision as fee for service to Accredited Practising Dietitians ("APDs"). Tara also provides supervision training for dietitians wanting to become supervisors. DSRA is dedicated to ethically promoting all supervision services and all supervision training and resources available to APDs.
- (10) This clause survives the termination or expiry of this Agreement for whatever reason.

12. LIMITATION OF LIABILITY

- (1) To the extent permissible at law, DSRA is not liable for any indirect, punitive, incidental, special, consequential damages including without limitation any claims, losses, liability, loss of data, loss of profits, revenue, business or goodwill arising out of or in any way connected with the provision of or failure to provide any products or services under these Terms including the selection of a

Supervisor and the purchaser of Supervisor Services.

- (2) Except as provided in these Terms, DSRA exclude all representations and warranties relating to the subject matter of these Terms, our Website and the supply of our Membership Services.
- (3) DSRA's Membership Services are provided "as is" and specific results cannot be guaranteed. It is Member sole responsibility to determine that the Membership Services or any part thereof including the selection of a Supervisor and purchase of Supervision Services meet Member's needs or are otherwise suitable for the purposes for which they are used.
- (4) These Terms are to be read subject to any legislation that prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible DSRA limits its liability as follows, at our option:
 - (a) for any claims relating to these Terms, to the fees payable under this agreement (if applicable) for the preceding one (1) month;
 - (b) in the case of products including any digital products (a) the replacement of the products or the supply of equivalent products; (b) the repair of the products; (c) the payment of the cost of replacing the products or of acquiring equivalent products; or (d) the payment of having the products repaired; or
 - (c) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

This limitation applies to any supply under or related to these Terms including the supply of the Membership Services and covers loss of data, any viruses or other disabling features that affect Member access to or use of our Membership Services, incompatibility between our Membership Services and Member hardware or software, delays or failures Member may have in using the Membership Services including any connections or transmissions that fail or are not completed in an accurate or timely manner.

- (5) This clause survives the termination or expiry of this Agreement for whatever reason.

13. INDEMNITY

- (1) Member agrees to defend, indemnify and hold DSRA, our affiliates, employees, agents, contributors, third party content providers and licensors harmless from and against all actions, suits, claims, demands, liabilities, costs, expenses, losses and damage (including legal fees on a full indemnity basis) brought against or sustained by DSRA, which:
 - (a) is directly or indirectly caused by Member's breach of these Terms;
 - (b) is directly or indirectly caused by any willful, reckless or negligent act of Member;
 - (c) concerns personal injury to any person caused or contributed to by Member;
 - (d) is caused by Member's act or omission and constitutes a loss of or damage to property;
 - (e) is brought by any third-party in respect of personal injury, death or damage to third-party property; or
 - (f) arises from Member's act or omission.
- (2) Except as required by law, DSRA will not be liable for any claim, loss or liability for personal injury, death or damage to Member or its property however it may be caused.
- (3) DSRA reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Member, and in such case, Member agree to cooperate with our defense of such claim.
- (4) In no event will DSRA be liable to Member for any indirect, incidental or consequential damages including, without limitation, direct, indirect, special, punitive, or exemplary damages.

14. DISPUTES

(1) Compulsory process

A Party shall not start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a Dispute unless it has complied with this clause.

(2) **Notification**

A Party claiming that a Dispute has arisen shall notify each other party to the Dispute giving details of the Dispute.

(3) **Initial period – efforts to resolve Dispute**

During the 30-day period after a notice is given (or longer period agreed in writing by the Parties to the Dispute) (Initial Period) each Party to the Dispute (Disputant) covenants with the other to cooperate and take all reasonable steps necessary to attempt to resolve the Dispute.

(4) **Mediation**

If the Disputants are unable to resolve the Dispute within the Initial Period, each Disputant agrees that the Dispute shall be referred for mediation, at the request of any Disputant, to:

- (a) a mediator agreed on by the Disputants; or
- (b) if the Disputants are unable to agree on a mediator within seven days after the end of the Initial Period, then the Parties must submit the dispute for mediation through the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Mediation Rules shall apply to the mediation.

(5) **Role of mediator**

The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing.

(6) **Information**

Any information or documentation disclosed by a Disputant under this clause shall be kept confidential and may not be used except to attempt to resolve the Dispute.

(7) **Costs of mediation**

Each Disputant shall pay its own costs of complying with this clause. The Disputants shall pay equally the costs of any mediator engaged.

(8) **Location, timing and attendance**

The mediation will be held in Sydney, Australia, within 30 days after expiry of the Initial Period. Each Disputant agrees to attend the mediation by a representative having full authority to resolve the dispute. At the mediation each Disputant may be represented by one or more legal representative.

(9) **Failure to resolve**

If the dispute fails to resolve at mediation or if one of the Disputants fails or refuses to attend the mediation, the mediator will be requested to inform each Disputant in writing that the mediation has been terminated without resolution (Mediation Termination Notice). Upon receipt of Mediation Termination Notice, the dispute resolution process will be terminated. A party to a dispute will only be entitled to pursue other remedies available to it at law or otherwise, after receipt of Mediation Termination Notice.

(10) **Confidentiality**

All communications concerning negotiations made by the Disputants arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable law of evidence.

15. PRIVACY

Please refer to our '[Privacy Policy](#)' which is made a part of these Terms.

16. ADVERTISING AND LINKS

The Website may contain links and other pointers to other websites or applications operated by third parties. DSRA does not control these linked websites and is not responsible for the contents of any linked application. The links are provided solely for Member convenience and do not indicate, expressly or impliedly, any endorsement by us of the website or the products or services provided at those websites. Member's access to any such advertisement or link is entirely at Member's own risk. Member should contact the relevant third-party directly to enquire on that information prior to entering into a transaction in relation to the third-party products and services.

17. NO WAIVER

Any failure on our part to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision.

18. ASSIGNMENT

- (1) Member agree that DSRA may assign, transfer, sub-licence or otherwise deal with our rights and/or obligations under these Terms.
- (2) Member may not without our prior written consent assign, transfer, sub-licence or otherwise deal with any of Member rights and obligations under these Terms.

19. THIRD PARTY RIGHTS

An agreement under these Terms is for our benefit and Member benefit and is not intended to benefit or be enforceable by any third party.

20. ENTIRE AGREEMENT

Unless otherwise stated, these Terms and our **Privacy Policy** shall constitute the entire agreement between Member and us in relation to Member's use of the Website and our Membership Services.

21. SEVERABILITY

If any part of provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of the provision otherwise it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

22. LAW AND JURISDICTION

- (1) The Terms and information on this Website are governed by and construed in accordance with the laws of the State of New South Wales, Australia. Member submits to the non-exclusive jurisdiction of the Courts of New South Wales and Courts of Appeal from them for determining any dispute concerning these Terms.
- (2) If any provision of these Terms is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.

23. NOTICE

- (1) DSRA may provide any notice to the Member under the Terms and by sending messages to the Member's email address. The notice provided by DSRA to the Member by email shall be deemed to have been properly given on the date DSRA sends the email, regardless of whether the Member has received the email.
- (2) Unless specified otherwise, any notices provided by the Member to DSRA must be in writing and sent via the **Contact Us** page on the Website.

24. FORCE MAJEURE

Notwithstanding any other provision of these Terms, DSRA need not act if it is impossible to act due to force majeure, meaning any cause beyond our control (including pandemic, war, riot, natural disaster or law taking effect after the date of these Terms). Member agrees that DSRA have no responsibility or liability for any loss or expense suffered or incurred by Member because of not acting for so long as the force majeure continues.

25. FEEDBACK

Member feedback is important to us. DSRA encourage Members to provide feedback, reviews, comments and suggestions for improvements to the Website and our Membership Services ("**Feedback**"). Member may submit Feedback by emailing us at *info@dsra.com.au*.

26. HOW TO CONTACT US

- (1) This Website is owned and operated by Dietitian Supervision Resources Australia DSRA (ABN 70 130 316 799).
- (2) Our postal address is PO Box 118 Alstonville NSW 2477 Australia.
- (3) Member can contact us by email at the following address *info@dsra.com.au*

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