



## Terms of Use and Disclaimer

These Terms of Use (the “Agreement”) govern your use of this website ([www.suppleclinic.com.au](http://www.suppleclinic.com.au)), our Facebook page (@SuppleClinic) and our Instagram page (@SuppleClinic) which is owned and operated by ELBR Pty Ltd. By visiting the Supple Clinic website or Social Media pages (as described above), you agree to be bound by the following terms and conditions. If you do not agree to all of the following terms and conditions, then you should cease visiting the website or pages immediately. For the convenience of wording the word “Site” shall collectively describe our website and social media pages.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING OR ACCESSING THE SITE.

### 1.1 Changes to this Agreement

At Supple Clinic, we reserve the right to change the terms of this Agreement at any time. We advise you to check them from time to time for any changes / updates. Your continued use of the Site or purchase of any services offered on the Site will constitute acceptance of any amended terms and conditions, whether you have or haven’t read the amendments to this Agreement.

### 1.2 Changes to the site

Supple Clinic may, at any time and in its sole discretion, modify, add to, delete, suspend or terminate the Site and any content, products or services offered on the Site with or without notice. All additional new and/or updated services will be subject to the same terms and conditions unless expressly noted.

### 2.1 The nature of our business

Our company is ELBR PTY LTD trading as Supple Clinic ABN 11 658 495 482.

Supple Clinic is a provider of allied health solutions and information under the direction of university-qualified dietitian and nutritionist, Elke Supple and university-qualified physiotherapist

and Chinese medicine practitioner, Brendon Supple. Supple Clinic is also a provider of individual in-clinic, telehealth and mobile consultations.

### **3.1 Disclaimer**

Supple Clinic publishes responsible health information on this Site of a general nature on a wide range of topics. For individual information that takes into consideration your specific problems and situation, we encourage you to make an appointment with one of our practitioners or your doctor or other health professional. We make every effort to make sure all the information on this website is accurate by referring to the primary source, but we accept no liability for any reliance placed on information herein.

### **4.1 Intellectual Property Rights**

Our Intellectual Property Rights governs this website, and other public sites including our Facebook and Instagram sites. All information, data, images, logos, recipes, programs and systems it contains is protected by copyright under the Copyright Act 1968 (Commonwealth of Australia) (as amended) – either by Supple Clinic or by third parties.

As a visitor to, and user of this website, you agree to use it for lawful, personal, non-commercial purposes and only in accordance with these stated terms and conditions and you must not in any way infringe the intellectual property rights of any person or entity.

You must not re-use, copy, publish, print, modify, transmit, store or distribute – electronically or by any other means – the copyrighted material on this website such as trademarks, service marks, trade names and logos. Nor may you create any other derivative material using such protected material from this website without prior written permission from Supple Clinic except to the extent currently permitted by relevant copyright legislation in Australia.

You may include a link to Supple Clinic on your website. Nothing on the Site shall be construed as granting, by implication or otherwise, any license or right to use any trademark, trade name or logo displayed on the Site without the owner's prior written permission. Unauthorized use is strictly prohibited.

## **4.2 Permission to reproduce**

Supple Clinic encourages the availability, dissemination and exchange of sound balanced information on food and nutrition. You may copy, distribute, display, download and otherwise share the material on this site, on the condition that you reproduce it unchanged and include the following acknowledgement:

*“Reproduced with permission from dietitian and nutritionist, Elke Supple. For more healthy eating tips, go to [www.suppleclinic.com.au](http://www.suppleclinic.com.au)” or “Reproduced with permission from physiotherapist and CMP, Brendon Supple. For more ideas, go to [www.suppleclinic.com.au](http://www.suppleclinic.com.au)”*

on all uses and prominently credit the source as being [www.suppleclinic.com.au](http://www.suppleclinic.com.au).

You must, however, obtain permission from us if you wish to do the following:

- charge others for access to the work
- include all or part of the work in advertising or in a product for sale, or
- modify the work.

To obtain such permission, please contact us.

Our fact sheets, information, programs, posts, stories, blogs and recipes are licensed under the Creative Commons Attribution-No Derivative Works 4.0 License. You may not use these works for commercial purposes. Nor can you make any Derivative Works. You may not alter, transform or build upon this work. However we are happy to discuss other usages on a case by case basis. Please contact us. To view a copy of this license, visit <http://creativecommons.org/licenses/by-nc-nd/4.0/>

## **5.1 Links to external (Third Party) websites**

Supple Clinic may provide links to external web sites which we have evaluated and genuinely recommend as useful sites for consumers. These links are provided for your interest and information only. These sites are not under our control and we do not take responsibility for the accuracy, completeness, or usefulness of any contents, products or any other materials appearing on them. Any link from our site does not constitute our endorsement, recommendation or approval of the content of, and/or services offered, on that website and should not be considered as such.

## **5.2 Linking to us**

You may link to our website, Facebook or Instagram page or post(s) without our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of

our content, including any intellectual property notices. At our request, you must immediately remove any link we feel does not uphold our values, is misleading or is mutually sound.

### **6.1 Not medical advice**

The Site offers information on health and other related information designed for education and information purposes only. The information offered on the Site does not and is not intended to be medical advice. You should not rely on this information as a substitute for professional medical advice, diagnosis or treatment. Supple Clinic is not responsible for any action or inaction on a user's part based on the information provided by this site.

### **7.1 Waivers**

If, from time to time, Supple Clinic does not enforce some of its rights under these terms and conditions, such non-enforcement does not constitute a waiver of those rights and no waiver of any breach of these terms and conditions constitutes a waiver of any other further, or subsequent breaches.

### **8.1 Indemnity**

You agree to indemnify us and each of our owners, officers, employees, agents and sub-contractors in respect of any liability, loss, expenses or damages incurred by them arising out of the breach of or failure to comply with any of these terms, or any other default or wrongful conduct in relation to the subject matter of these terms and conditions.

### **9.1 Jurisdiction**

This Agreement is governed by the laws in force in the state of South Australia, Australia. You agree to submit to the exclusive jurisdiction of the courts of the state of South Australia, Australia.

By continuing to use the Supple Clinic website, social media pages and/or its services, you acknowledge that you have read, understood and accepted each and every of the above terms of use.

Supple Clinic  
PO Box 152  
Parkholme, SA 5043  
Australia  
Tel: 08 8346 3495