

The HBF Opinion Panel Terms & Conditions

WEBSITE TERMS AND CONDITIONS

The following Terms and Conditions Agreement (**Agreement**) governs the use of the HBF Opinion Panel (**Website**), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by HBF Health Limited (**HBF**). Please read this Agreement carefully. By accessing and using the Website, you agree to accept, without limitation or qualification, the Agreement. In addition to reviewing this Agreement, please read our Privacy Policy (<https://www.hbf.com.au/about-hbf/legal/privacy-policy>) - your use of the Website constitutes agreement to its terms and conditions as well. If you do not agree with any terms of this Agreement, please do not use the Website.

The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Your continued access of the Website will constitute your acceptance of any changes or revisions to the Agreement. Your failure to follow these terms, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to HBF's other remedies. This Agreement and any disputes hereunder shall be governed by the laws of the state of Western Australia and the laws of Australia as applicable.

REGISTRATION INFORMATION

HBF may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, user ID, and/or other registration information (collectively, "**Registration Information**"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, contact HBF's Privacy Officer as described in our Online Privacy Policy.

USE OF USER ID/PASSWORD

If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorise others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a breach of this Agreement. You are also solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Website), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Website, if available, or notify HBF's Privacy Officer as described in our Online Privacy Policy.

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You also agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, racist, or hateful. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorised advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Further, you are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

HBF reserves the right to remove individuals from the Website where it considers it appropriate to do so, at its own discretion, and without notice.

The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of this Website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of HBF. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the Website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited. In addition, you may not in any way make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the copyright laws of Australia or other laws or as expressly permitted in writing by this Agreement, HBF or the Website.

You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website. The nature of this Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by HBF anywhere, anytime, and for any reason whatsoever.

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EDITING AND DELETIONS

HBF reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice.

ADDITIONAL TERMS

HBF reserves the right to post, from time to time, additional terms of usage that apply to specific parts of the Website. Such additional terms will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional terms.

PRIVACY

HBF complies with the Privacy Act 1988 (Cth) to ensure that your personal (including sensitive) information (**Information**) is protected. HBF will use the Information collected to operate the HBF Opinion Panel and conduct surveys. HBF may not be able to perform this function or only perform it to a limited extent if you do not provide us with your Information. HBF sometimes uses service providers who either host or store personal information overseas. This means we may transfer information about you between countries to those service providers, if required, for the purposes noted above. In all such cases, HBF will take reasonable steps to ensure all entities to whom it transfers your personal information comply with the *Privacy Act 1988 (Cth)*, including ensuring appropriate security measures are taken by those entities to protect your personal information from unauthorised access and use.

The personal information collected by HBF is separate from, and without prejudice to, any other Information concerning you, collected and held by HBF.

HBF collects, uses and discloses your Information in accordance with our Privacy Policy which is available at www.hbf.com.au or on request by calling an HBF Member Service Advisor on 133 423. Our Privacy Policy contains further information about how HBF handles your Information. This includes information on how you can access and/or seek the correction of your Information that we hold about you as required by law and make a complaint about the way your Information is being handled by HBF and how HBF will deal with your complaint.

If you have any questions about how HBF handles your Information, please contact our Privacy Officer by writing to GPO Box C101, Perth, Western Australia, 6809.

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