

#### **Terms and Conditions**

By visiting the Live Well Longer website or joining the Live Well Longer Members Lounge and accessing Live Well Longer Resources or posting on the Live Well Longer Community Forum, you agree to these Terms and Conditions.

#### **Disclaimers**

- Whilst every effort is made to keep this website up to date no guarantee is made regarding the currency and accuracy of information or resources contained on the Live Well Longer website.
- 2. Live Well Longer (including its directors, staff and associates) will not be held liable for any loss, damage, or injury caused by or related to the use of any information or resources contained on this website or posted by Live Well Longer members on the Community Forum. We disclaim any obligation or liability to you arising directly or indirectly from information you may take from Our Website or receive directly from a third party as a result of a link or referral via Our Website.
- 3. The Live Well Longer website and resources contain links to external websites for your information and convenience. Live Well Longer takes no responsibility for the content of third party websites.

### **Live Well Longer Community Forum**

- a) Restrictions on what you may post
- 4. We may, at our discretion, read, assess, review, moderate, edit or remove any Content Posted on the Live Well Longer Community Forum. If we do, we need not notify you or give you a reason.
- 5. You agree that you will not use or allow anyone else to use the Live Well Longer Community Forum to Post a Content which is or may:
  - i. be malicious or defamatory
  - ii. consist in commercial audio, video or music files
  - iii. be obscene, offensive, threatening or violent
  - iv. be sexually explicit or pornographic
  - v. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person
  - vi. give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business



- vii. solicit passwords or personal information from anyone
- viii. be used to sell any goods or services or for any other commercial use
- ix. include anything other than words (i.e. you will not include any symbols or photographs)
- x. request personal information from other users nor Post any unnecessary personal information about you or any user without his/her permission
- xi. link to any of the material specified above, in this paragraph
- xii. Post excessive or repeated off-topic messages to any forum or group
- xiii. sending age-inappropriate communications or Content to anyone under the age of 18.
- 6. In addition to the restrictions set out above, a Posting must not contain:
  - i. hyperlinks, other than those specifically authorized by us
  - ii. keywords or words repeated, which are irrelevant to the Content Posted
  - iii. the name, logo or trademark of any organisation
  - iv. inaccurate, false, or misleading information.

## b) How we handle your content

- 7. See our separate privacy policy.
- 8. If you Post Content to the Live Well Longer Community Forum on our website it becomes available in the public domain. We have no control over who sees it or what anyone does with it. You should therefore avoid Posting unnecessary confidential information.
- 9. We need the freedom to be able to publicise our Services and the information you may post on the Community Forum. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on the Community Forum.
- 10. We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.
- 11. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1968.
- 12. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.



- 13. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 14. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 15. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 16. Please notify us of any security breach or unauthorised use of your account.
- 17. We do not solicit ideas or text for improvement of our Service, but if you do send to us material of any sort, you are deemed to have granted to us a licence to use it in the terms set out at paragraph 10 above.

#### c) Removal of offensive Content

- 18. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 19. We are under no obligation to monitor or record the activity of any member for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 20. If you are offended by any Content, the following procedure applies:
  - i. your claim or complaint must be submitted to us by email
  - ii. we shall remove the offending Content as soon as we are reasonably able
  - iii. after we receive notice of a claim or complaint, we shall investigate so far as we alone decide
  - iv. we may re-instate the Content about which you have complained or not.
- 21. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 22. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.



### d) Storage of data

- 23. We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 24. We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 25. You accept that we cannot be liable to you for any such deletion or failure to deliver to you.

### **Security of Website**

- 26. If you violate Our Website we shall take legal action against you.
- 27. You now agree that you will not, and will not allow any other person to:
  - i. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it
  - ii. link to Our Website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser
  - iii. download any part of Our Website, except for personal use
  - iv. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement
  - v. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services
  - vi. for any purpose use our name, any proprietary information (including images, text, page layout, or form) of ours in any way and in particular to entice search robots to some other website
- vii. share with a third party any login credentials to Our Website
- viii. despite the above terms, we now grant a licence to you to:
  - create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon you not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any



logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

• you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

# Membership refusal or cancellation

28. We reserve the right to deny your request for membership of the Live Well Longer Membership Lounge, or to cancel your membership, for any reason at any time.

## **Change to Terms and Conditions**

29. These Terms and Conditions may be changed at any time and without notice.