Terms of Use



Please read carefully:

Terms of Use apply to the users of our website (www.cardiovasculardietetics.com.au) and social media platforms. This website and social media platforms are owned and operated by Jenni Suen trading as Cardiovascular Dietetics (ABN: 512 367 298 97) and is referred to as 'Cardiovascular Dietetics', 'we', 'us' or 'our'. Website users or visitors are referred to as 'you' and 'your'.

By using this website, you are agreeing to comply with and be bound by the following Terms of Use. Should you not agree to comply with or be bound by Terms of Use listed, please do not use our website.

Terms of Use:

1. Use of our website and social media platforms

Authorised Use

Our website may be used by you to connect to our services and book appointments with the sole purpose of obtaining dietetic care from Cardiovascular Dietetics. You may also read through the content on our website to gain a better understanding of our service.

You may connect with us through our social media platforms and contribute to these online communities only if you respect us and all users. Respect includes respecting our point of view as well as the different opinions of others; not spamming; not providing off-topic comments as well as not communicating what is untrue, defaming, discriminatory or demeaning. We will not respond to disrespectful communication, may delete your comments and may block you. If you consistently strongly disagree or dislike our content, please consider 'unliking', 'unfollowing' or 'unsubscribing' to our social media pages.

According to the usual conventional use of social media platforms, if you share or post anything (e.g. images or videos) about our services on your social media platforms and tag or attribute it to us, you are providing us unconditional consent to share or repost this content on our social media platforms and tag or attribute it to you.

Please note that all content on our website and social media platforms is subject to change without prior notice. More information on use of materials on our website and social media platforms is detailed in '2. Intellectual Property'.

Unauthorised Use

You are not permitted to change, add to, remove or upload any content on our website or social media platforms. You are not permitted to hack, interfere with the performance of these online environments or, use or upload any of the following content including malware (such as viruses, bugs, trojan horses, ransomware or code) and harmful content (i.e. any content that cause person distress or harm such as online abuse, harassment, threats, impersonation, violent content, self-harm or suicide content, pornographic content or, image and non-image based unwanted sexual advances) on our website and social media platforms.

Unauthorised use of our website or social media platforms can lead a claim for damages and may be also be a criminal offence.

2. Intellectual Property

Our website and social media platforms contain materials which are owned by Cardiovascular Dietetics. Cardiovascular Dietetics has all rights including copyright to our website and accounts on social media platforms and materials. The materials includes our branding (e.g. logo, appearance, layout, graphics, look, style etc) and our content (e.g. text, video clips, audio clips, publications, policies, resources, meal plans, questionnaires, surveys and anything created by us) which is acknowledged with our branding and copyright. Our materials are protected by Australian Copyright Law.

We allow personal and non-commercial use of freely available content on our website and social media platforms for the following purposes:

- 1. To sharing dietetic, health or nutritional knowledge to others or;
- 2. For personal research to help yourself in with your health.

If your personal and non-commercial use includes sharing our content, you:

- Must not alter our content in any way;
- 2. Must not use our content to abuse, threaten, harass or impersonate anyone;
- 3. Must acknowledge Cardiovascular Dietetics as the source.

You are not permitted to modify, commercialise, resell or reproduce our materials.

If you wish to use our materials for any other purposes not specified in this Terms of Use, get in contact with us. Any requests for permission to use should be emailed to hello@cardiovasculardietetics.com.au. Only through successfully obtaining written permission by Jenni Suen, will you then be allowed to use any materials for purposes or uses not detailed in this Terms of Use.

3. Linking our website or social media platforms to your website or online platforms

You are not authorised to link our website or social media platform to your website or online platforms without permission. Email us at hello@cardiovasculardietetics.com.au. the about the nature of the link you wish to establish and request for permission. Only by successfully obtaining written permission from Jenni Suen, will you then be allowed to link with us.

4. Links on our website or social media platforms to other websites

On occasion we may include links to other websites or social medial platforms on our website or social media accounts for the primary purpose of providing convenience to you. An example of this is the link to Advanced Vascular Care, the company in which we contract for our administration services and is the physical location for our consultations.

These external platforms are not controlled by us and therefore if you use them, you acknowledge that you are using them at your own risk and would be bound by their Terms of Use. We do not have control of their content, views, opinions and information and do not necessary endorse or support them. We also do not have controlled over the availability and security of their online platform.

5. Disclaimer of use and liability

Any information including nutrition, health and medical information provided on our website and social media platforms is general information only (this means that the information may not directly apply to you) and is subject to change without prior notice. It is therefore your responsibly to determine if currency, completely and applicability of any content available on our website to you and your circumstances. You should not rely of general information as medical advice. If you are unsure, you should consult the relevant professionals.

We will not accept any liability or responsibility (including for negligence) for any damage, injury, loss, expense or costs incurred by you that arise from: (1) reliance on general information or advice provided on our website and social media platforms or (2) accessing or downloading our content.

6. Security

Our website is hosted by Wix which provides enterprise-grade security with security certificates including PCI DSS Level 1, Soc 2 Type 2 and several ISOs. They are also

compliant with GDPR, CCPA, LGPD. Find out more from Wix. Our social media accounts are protected by strong unique passwords and used on only secure devices.

7. Cookies and Privacy

Cookies are small data files sent from a website's server to your web browser to be stored on your device. Essential cookies are automatically stored on your device when you access a website to enable data to be transmitted online which is necessary operation of websites. Non-essential cookies or other technologies are placed on your device such as by analytic tools, advertising tools or third-party widgets, with your consent. When you access our website, you will be asked to consent or not to cookies.

Please read our Privacy Policy for more information on how to protect your privacy and the information we collect, store and use.

8. Jurisdiction

Cardiovascular Dietetics is based in South Australia, Australia. Therefore these Terms of Use will be governed by the laws of South Australia and Australia. If a dispute arise, we will aim to first contact you aiming to resolve the dispute efficiently and cheaply. We ask that should you raise a dispute with us, that you also first contact us at hello@cardiovasculardietetics.com.au. aiming to resolve the dispute efficiency and cheaply to mutual satisfaction. In the event that we end up in court, you agree that the only suitable venue for resolving any dispute will be the courts of South Australia.

9. Updates to Terms of Use

If we decide to change our Terms of Use, we will let you know through posting our most up to date Terms of Use on our website. When published on our website, changes to our Terms of Use will take immediate effect and your continued use of our website and social media platforms indicated your acceptance of the revised Terms of Use.

10. Terms of Use Concerns and Queries

If you have any queries or concerns about this Terms of Use, please contact Jenni Suen at hello@cardiovasculardietetics.com.au.