

Privacy Policy

Personal Best (Australia) Pty Ltd. is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. This Statement of Privacy applies to the Personal Best (Australia) Pty Ltd. Web site and governs data collection and usage. By using the Personal Best (Australia) Pty Ltd. website, you consent to the data practices described in this statement.

Collection of your Personal Information

Personal Best (Australia) Pty Ltd. collects personally identifiable information, such as your e-mail address, name, home or work address or telephone number. Personal Best (Australia) Pty Ltd. also collects anonymous demographic information, which is not unique to you, such as your Postcode, age, gender, preferences, interests and favourites.

There is also information about your computer hardware and software that is automatically collected by Personal Best (Australia) Pty Ltd. This information can include: your IP address, browser type, domain names, access times and referring Web site addresses. This information is used by Personal Best (Australia) Pty Ltd. for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of the Personal Best (Australia) Pty Ltd. Web site.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through Personal Best (Australia) Pty Ltd. public message boards, this information may be collected and used by others. Note: Personal Best (Australia) Pty Ltd. does not read any of your private online communications.

Personal Best (Australia) Pty Ltd. encourages you to review the privacy statements of Web sites you choose to link to from Personal Best (Australia) Pty Ltd. so that you can understand how those Web sites collect, use and share your information. Personal Best (Australia) Pty Ltd. is not responsible for the privacy statements or other content on Web sites outside of the Personal Best (Australia) Pty Ltd. and Personal Best (Australia) Pty Ltd. family of Web sites.

Use of your Personal Information

Personal Best (Australia) Pty Ltd. collects and uses your personal information to operate the Personal Best (Australia) Pty Ltd. Web site and deliver the services you have requested. Personal Best (Australia) Pty Ltd. also uses your personally identifiable information to inform you of other products or services available from Personal Best (Australia) Pty Ltd. and its affiliates. Personal Best (Australia) Pty Ltd. may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

Personal Best (Australia) Pty Ltd. does not sell, rent or lease its customer lists to third parties. Personal Best (Australia) Pty Ltd. may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Personal Best (Australia) Pty Ltd. may share data with trusted partners to help us perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Personal Best (Australia) Pty Ltd. , and they are required to maintain the confidentiality of your information.

Personal Best (Australia) Pty Ltd. does not use or disclose sensitive personal information, such as race, religion, or political affiliations, without your explicit consent.

Personal Best (Australia) Pty Ltd. keeps track of the Web sites and pages our customers visit within Personal Best (Australia) Pty Ltd, in order to determine what Personal Best (Australia) Pty Ltd. services are the most popular. This data is used to deliver customized content and advertising within Personal Best (Australia) Pty Ltd. to customers whose behaviour indicates that they are interested in a particular subject area.

Personal Best (Australia) Pty Ltd. Web sites will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Personal Best (Australia) Pty Ltd. or the site; (b) protect and defend the rights or property of Personal Best (Australia) Pty Ltd. ; and, (c) act under exigent circumstances to protect the personal safety of users of Personal Best (Australia) Pty Ltd. , or the public.

Use of Cookies

The Personal Best (Australia) Pty Ltd. Web site use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize Personal Best (Australia) Pty Ltd. pages, or register with Personal Best (Australia) Pty Ltd. site or services, a cookie helps Personal Best (Australia) Pty Ltd. to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same Personal Best (Australia) Pty Ltd. Web site, the information you previously provided can be retrieved, so you can easily use the Personal Best (Australia) Pty Ltd. features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Personal Best (Australia) Pty Ltd. services or Web sites you visit.

Security of your Personal Information

Personal Best (Australia) Pty Ltd. secures your personal information from unauthorized access, use or disclosure. Personal Best (Australia) Pty Ltd. secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number) is transmitted to other Web sites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Changes to this Statement

Personal Best (Australia) Pty Ltd. will occasionally update this Statement of Privacy to reflect company and customer feedback. Personal Best (Australia) Pty Ltd. encourages you to periodically review this Statement to be informed of how Personal Best (Australia) Pty Ltd. is protecting your information.

Contact Information

Personal Best (Australia) Pty Ltd. welcomes your comments regarding this Statement of Privacy. If you believe that Personal Best (Australia) Pty Ltd. has not adhered to this Statement, please contact Personal Best (Australia) Pty Ltd at - info@personalbest.net.au We will use commercially reasonable efforts to promptly determine and remedy the problem.

Terms and Conditions

AGREEMENT BETWEEN USER AND Personal Best (Australia) Pty Ltd.

The Personal Best (Australia) Pty Ltd. Web Site is comprised of various Web pages operated by Personal Best (Australia) Pty Ltd. The Personal Best (Australia) Pty Ltd. Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Personal Best (Australia) Pty Ltd. Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

Personal Best (Australia) Pty Ltd. reserves the right to change the terms, conditions, and notices under which the Personal Best (Australia) Pty Ltd. Web Site is offered, including but not limited to the charges associated with the use of the Personal Best (Australia) Pty Ltd. Web Site.

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The Personal Best (Australia) Pty Ltd. Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Personal Best (Australia) Pty Ltd. and Personal Best (Australia) Pty Ltd. is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Personal Best (Australia) Pty Ltd. is not responsible for webcasting or any other form of transmission received from any Linked Site. Personal Best (Australia) Pty Ltd. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Personal Best (Australia) Pty Ltd. of the site or any association with its operators.

NO UNLAWFUL OR PROHIBITED USE

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USE OF COMMUNICATION SERVICES

The Personal Best (Australia) Pty Ltd. Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Conduct or forward surveys, contests, pyramid schemes or chain letters.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses, without their consent.

Violate any applicable laws or regulations.

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Personal Best (Australia) Pty Ltd. reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or

governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Personal Best (Australia) Pty Ltd. 's sole discretion.

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By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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To the maximum extent permitted by applicable law, in no event shall Personal Best (Australia) Pty Ltd. and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Personal Best (Australia) Pty Ltd. web site, with the delay or inability to use the Personal Best (Australia) Pty Ltd. web site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Personal Best (Australia) Pty Ltd. web site, or otherwise arising out of the use of the Personal Best (Australia) Pty Ltd. web site, whether based on contract, tort, negligence, strict liability or otherwise, even if Personal Best (Australia) Pty Ltd. or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Personal Best (Australia) Pty Ltd. web site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Personal Best (Australia) Pty Ltd. web site.

SERVICE CONTACT info@personalbest.net.au

TERMINATION/ACCESS RESTRICTION

Personal Best (Australia) Pty Ltd. reserves the right, in its sole discretion, to terminate your access to the Personal Best (Australia) Pty Ltd. Web Site and the related services or any portion thereof at any time, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Personal Best (Australia) Pty Ltd. as a result of this agreement or use of the Personal Best (Australia) Pty Ltd. Web Site. Personal Best (Australia) Pty Ltd. 's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Personal Best (Australia) Pty Ltd. 's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Personal Best (Australia) Pty Ltd. Web Site or information provided to or gathered by Personal Best (Australia) Pty Ltd. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Personal Best (Australia) Pty Ltd. with respect to the Personal Best (Australia) Pty Ltd. Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Personal Best (Australia) Pty Ltd. with respect to the Personal Best (Australia) Pty Ltd. Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

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