**GOURMET YOU**

**WEBSITE TERMS AND CONDITIONS**

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

If you purchase products through our Website, there will be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions, which you will be directed to read prior to making your purchase.

**Definitions**

**Services** means products, recipes and tips.

**the Website** means the website www.gourmetyou.com.au

**We / Us** etc means ‘Gourmet You’ and any subsidiaries, affiliates, employees, officers, agents or assigns.

**Accuracy of content**

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice whether that be from medical doctor, dietician, or other health professional.

**Use**

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.

We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

**Passwords and logins**

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

**Indemnification for loss or damage**

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

**Intellectual property and copyrights**

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address:

taste@gourmetyou.com.au

**Trademarks**

The trademarks and logos contained on this Website are trademarks of ‘Gourmet You’. Use of these trademarks is strictly prohibited except with Our express, written consent.

**Links to external websites**

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, it’s contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

**Limitation of Liability**

We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

**Information Collection**

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy.

**Privacy Policy**

Information we collect:

* Name
* email address
* time our site was visited
* We do not knowingly collect information from minors, as our information is not aimed for children.

How we collect it:

* information you provide us
* cookies (see more details below)

Use of your information:

* Your information will not be shared with anyone or disclosed to 3rd parties
* For our customer records
* To notify you for Gourmet You marketing purposes
* To analyse product trends within Gourmet You

**Communications**

If you contact us:

Your email, name and content of communications will be stored for future reference but will not be shared with any other parties without your permission. We will use this email to reply to your correspondence and will not send any further communications unless you subscribe to our mailing list.

Mailing list:

If you join our mailing list we endevour to send 1 email a month containing promotions, products, recipes and tips and 2 further emails a year as a reminder to re-order. This service will continue until you ask us to stop by unsubscribing to our mail list as provided on each email.

**Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

**Disputes**

If you have any complaints regarding our products, services or policies please contact us. We will investigate and aim to resolve any issues you may have.

If we cannot resolve any concerns, we endeavor to employ a 3rd party to help resolve the issue.

**Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of Victoria, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Victoria.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

**Cookies**

Cookies are a small piece of data stored by websites. They are used to make website use faster and easier.

Our website uses cookies to store your username, email, name, viewing preferences and previous orders in our store to make transactions faster and easier. When you use our website, you may refuse or delete cookies at any time, although this may hinder how the website functions for you in the future.

We may update this policy at any time to reflect changes in our company and any legal requirements. We will advise of any important changes 30days before changes are made and it will be posted on our website for a 1 month period before changes begin.

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