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- Northside Medico Pty Ltd (ACN 623 890 488)
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- services provided by third parties ceasing or becoming unavailable.

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Consumer Guarantees

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However, if a supply under these Terms of Use is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (contained in Schedule 2 to the *Competition and Consumer Act* 2010 (Cth)), nothing contained in these Terms of Use excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law.

These Terms of Use apply in conjunction with the **Consumer Guarantees**.

Security

We cannot ensure the security of any information you send to us via the internet during its transmission. Accordingly, any information you transmit in this manner will be sent at your own risk. However, once we have received your information, we will take reasonable steps to ensure it remains secure. We recommend that you do not provide us with confidential information via our online services unless you accept the risk that the information may be lost, corrupted, or disclosed to third parties during its transmission.

Passwords

We may choose to issue you with a username and password to enable you to access particular features on our website. If we do, you must keep those details confidential (and you are responsible for their misuse if you do not).

Submissions

Any material you send to us on or via this website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

Posting Comments

Our website may enable you to post comments (for example, on blogs, forums, listing boards, advertisements or other public areas). You are responsible for all comments that you post (or that are posted using your username and password). You must not post any comment that:

- is inflammatory (commonly referred to as “trolling”);
- is xenophobic, racist, abusive, harassing or hateful;
- is false, defamatory, inaccurate, threatening, invasive of a person’s privacy, or constitutes personal abuse directed at other users;
- is obscene, sexually explicit or pornographic, or contains links to other sites that contain or promote obscene, sexually explicit or pornographic material;
- constitutes commercial advertising, the promotion of gambling or the promotion of your own site (commonly referred to as “spamming”);
- infringes someone else’s copyright or other intellectual property rights, or
- violates any applicable law.

We may delete any comments or feedback for any reason at our absolute discretion.

Access

We may terminate or restrict access to the contents of this website or any online service at any time without notice. If we do so, these Terms of Use will continue to apply and any use must discontinue or be limited as we require immediately.

Limitation of Liability

To the maximum extent permitted by law we exclude all liability for any loss or damage of any kind (including special, indirect or consequential loss and including without limitation loss of revenue, loss of goodwill, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data or loss of anticipated savings or benefits) arising out of or in connection with the website content and the use or performance or services provided or made available through this website except to the extent that the loss or damage is directly caused by us fraud or wilful misconduct.

Governing Law

These Terms of Use are governed by the laws in force in South Australia, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of South, Australia and any courts which may hear appeals from those courts.

Definitions

In these Terms of Use:

"linked websites" means websites of persons or entities which are hyperlinked from this website (or our social media websites on which we maintain presence).

"website" means the whole or any part of the web pages located at **www.medimart.com.au** (including the lay-out of this website, individual elements of the website design, underlying code elements of this website, or text, sounds, graphics, animated elements or any other content of this website.)

COOKIES POLICY

This website uses cookies, pixel tags, Web Beacons, and other web technologies such as CAPTCHA's to improve the website's performance, to enhance your browsing experience and to protect the website against spam robots. Certain areas of the website also use cookies to understand more about you, so we can offer you more personalised browsing experience. We use a simple counter, without storing any information on your device, to count the number of visitors who accept or decline our cookies.

You can find out more about cookies and how to manage them in the information below. You can change your cookie settings and disable some or all cookies for the website at any time at link. You can also change your browser settings so that cookies cannot be placed on your device.

If you have any questions in relation to the cookies we use please contact us.

What are Web Beacons?

We advertise on third-party web sites. As part of our effort to track the success of our advertising campaigns, we may at times use a visitor identification technology such as "web beacons", or "action tags", which count visitors who have come to the website after being exposed to an MEDIMART banner or job ad on a third-party site. We do not use this technology to access your personal information and it is only used to compile aggregated statistics about visitors who come to the website to gauge the effectiveness of our ads.

What is a Cookie?

A "cookie" is a technology that allows the website to store tokens of information (an "identifier") in your browser used by the website while you are on the website. Cookies are then sent back to the website on each subsequent visit, or to another webpage that recognises that cookie. Cookies are used in order to make the website work, or to work more efficiently, as well as to provide information to the owners of the website.

Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improving the user experience. Cookies may tell us, for example, whether you have visited the website before or whether you are a new visitor. They can also help to ensure that adverts you see online are more relevant to you and your interests.

When landing on this website, you have been given the opportunity to accept cookies used on the website, to accept certain categories of cookies and decline others, or to decline all cookies. If you have accepted our use of some or all cookies, the following information relates to cookies used on the website only. Please note that any consent to accept or to decline cookies is limited to this website only and not to any other pages, which may be hyperlinked to our website. For more information on cookies used by those websites, please refer to the specific privacy notice or cookie policy on those websites. If you have any questions, please contact us.

There are two broad categories of cookies:

- First party cookies served directly by us to your device; and
- Third-party cookies, which are served by a third party on our behalf.

Cookies can remain on your computer or mobile device for different periods of time. Some cookies are "session cookies", meaning that they exist only while your browser is open. These are deleted automatically once you close your browser. Other cookies are "permanent cookies", meaning that they survive after your browser is closed. They can be used by the website to recognize your computer when you open your browser and browse the Internet again.

What types of cookies do we use?

The website uses the cookies that perform four functions, as classified below:

- Essential/strictly necessary cookies, which are essential to the functioning of the website.
- Performance cookies, which help us measure the website's performance and improve your experience. In using performance cookies we do not store any personal data, and only use the information collected through these cookies in aggregated and anonymised form;
- Functionality cookies, which allow us to enhance your experience (for example by remembering any settings you may have selected);
- Advertising/targeting cookies, which we use to track user activity and sessions so that we can deliver a more personalised service, and (in the case of advertising cookies) which are set by the third parties with whom we execute advertising campaigns and allow us to provide advertisements relevant to you; and
- Social media cookies, which allow you to share content on social media channels (such as Facebook, LinkedIn and Twitter).

In addition, we also utilise cookies on certain pages of the website to communicate with third party data suppliers in order to extrapolate your digital behaviour. This help us to understand and target more relevant advertising in the future. The information we receive is all aggregate and anonymous, but will include statistics such as demographics, online behaviour, service or product interests and lifestyle.

Targeting and tracking cookies are provided via trusted third party suppliers. Should you require more information regarding our suppliers and how these cookies operate please contact us.

How to control or delete cookies

You have the right to choose whether or not to accept cookies and we explain how you can exercise this right below. However, please note that if you choose to refuse cookies you may not be able to use the full functionality of the website.

You can change your cookie settings for at any time at link.

As an alternative, you can block all cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our website.

If you accept some or all cookies on the website you still have the option of setting your browser to notify you when you receive a cookie, so that you may determine whether to accept it or not.

Cookies that have been set in the past

If you have disabled one or more cookies, we may still use information collected from cookies prior to your disabled preference being set; however, we will stop using the disabled cookie to collect any further information.

Changes to this Cookie Policy

We recommend that you check this page from time to time to inform yourself of any changes in this Cookie Policy or any of our other policies. We may change our Cookie Policy at our discretion and without notice.