**AMEALGO Terms and Conditions**

**Disclaimer**

Amealgo is a software as a service platform and we do not represent that we are a nutritionist or hospitality business. You acknowledge and agree that we share and publish information on our Platform, but that this does not constitute any guidance by us on decisions relating to you or your health. You are responsible for identifying any allergies or other health conditions you have when using our platform.

1. **Introduction**
   1. These terms and conditions (**Terms**) are entered into between Amealgo Pty Ltd ABN 99 649 370 310 (**we**, **us** or **our**) and you, together the **Parties** and each a **Party**.
   2. We provide a cloud-based, software as a service nutrition platform (**Platform**) via memberships to our Users (**Membership**).
   3. We are a platform that connects nutrition professionals, users (clients seeking nutritional advice) and food vendors. We help vendors develop nutrition profiles for their meals. Nutritionists then use these nutrition profiles to develop meal plans for users to achieve their weight loss goals.
   4. In these Terms, **you** means the person or entity registered with us as an Account holder either as a consumer or a nutritionist.
2. **Acceptance and Platform Licence**
   1. You accept these Terms by checking the box, clicking “I accept”, registering on the Platform, or using the Platform.
   2. We may amend these Terms at any time, by providing written notice to you. By clicking “I accept” or continuing to use the Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may terminate your Membership in accordance with the “Cancellation of Memberships” clause.
   3. If you access or download our mobile application from (1) the Apple App Store, you agree to any Usage Rules set forth in the App Store Terms of Service or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.
   4. Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Platform in accordance with these Terms. All other uses are prohibited without our prior written consent.
   5. When using the Platform, you must not do or attempt to do anything that is unlawful or inappropriate, including:
3. anything that would constitute a breach of an individual’s privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
4. using the Platform to defame, harass, threaten, menace or offend any person, including using the Platform to send unsolicited electronic messages;
5. tampering with or modifying the Platform (including by transmitting viruses and using trojan horses);
6. using data mining, robots, screen scraping or similar data gathering and extraction tools on the Platform; or
7. facilitating or assisting a third party to do any of the above acts.
8. **Amealgo Services**
   1. We agree to provide you with access to the Platform and any other services we agree to provide as set out in your Account.
   2. We agree to use our best endeavours to make the Platform available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, and the Platform may be unavailable during the times we are performing such maintenance.
   3. Should you be unable to access the Platform, or should you have any other questions or issues impacting on your use and enjoyment of the Platform, you must place a request via the help desk or via email. We will endeavour to respond to any support requests in a reasonable period.
   4. You acknowledge and agree that the Platform may be reliant on, or interface with third party systems that are not provided by us (for example, cloud storage providers, email clients, CRM systems, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no Liability for any Third Party Services, or any unavailability of the Platform due to a failure of the Third Party Services.
   5. To the maximum extent permitted by law, we shall have no Liability to you for any loss or corruption of data, or any scheduled or emergency maintenance that causes the Platform to be unavailable.
9. **Accounts**
   1. All users (consumers or Nutritionists) must create an account (**Account**) to access the Platform’s features.
   2. You must provide information when registering for an Account including your name, email address, and relevant health information, and you must choose a username and password.
   3. You agree to provide and maintain up to date information in your Account and to not share your Account password with any other person. Your Account is personal and you must not transfer or provide it to others.
   4. You are responsible for keeping your Account details and your username and password confidential and you will be liable for all activity on your Account. You agree to immediately notify us of any unauthorised use of your Account.

**Nutritionists**

* 1. If you wish to register on our Platform as a nutritionist (**Nutritionist**), you must create an Account as described above and you must then provide information about your professional qualifications.
  2. We may, in our sole discretion, accept or reject your application to use the Platform as a Nutritionist.

1. **Memberships** 
   1. Your Membership with us is not currently subject to a membership fee. We reserve the right in the future to charge Fees for use of the Platform.
2. **Intellectual Property**
   1. **Our Intellectual Property:** You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) available on the Platform, the Platform itself, and any algorithms or machine learning models used on the Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.
   2. **Licence from Nutritionist:** If you are using our Platform as a Nutritionist, you grant us a non-exclusive, transferable, sub-licensable, irrevocable licence for the duration of the term of your Membership to use your Intellectual Property (**Nutritionist Intellectual Property**) for the purposes of using, displaying and sharing on the Platform. We reserve the right to edit, but not substantially change, your Nutritionist Intellectual Property.
   3. **Nutritionist Intellectual Property:** You acknowledge and agree that we grant you a non-exclusive, non-transferable, revocable licence for the duration of the term of your Membership to use the Nutritionist Intellectual Property solely for the purposes of viewing and using the Platform, and accessing the Nutritionist’s services.
   4. We authorise you to use Our Intellectual Property, Food Vendor Intellectual Property and Nutritionist Intellectual Property (**Platform Intellectual Property**) solely for your personal use and you must not use Platform Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Platform Intellectual Property on your personal device, and you may not sell or commercialise the Platform Intellectual Property. If you are a Nutritionist, you agree that you cannot use any other Nutritionist’s Intellectual Property for commercial purposes.
   5. You must not, without our prior written consent:
3. copy, in whole or in part, any Platform Intellectual Property;
4. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Platform Intellectual Property to any third party; or
5. breach any intellectual property rights connected with the Platform, including (without limitation) altering or modifying any Platform Intellectual Property, downloading Platform Intellectual Property, causing any Platform Intellectual Property to be framed or embedded in another website, or creating derivative works from any Platform Intellectual Property; and
6. if you are a Nutritionist, this clause 6.5 does not apply to the Nutritionist Intellectual Property you have made available on the Platform.
   1. We may permit you to publish, post or repost Platform Intellectual Property on your social media page as outlined on the Platform.
   2. This clause will survive the termination or expiry of your Membership.
7. **Your Data** 
   1. You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data and the Output Data to:
8. communicate with you (including to send you information we believe may be of interest to you);
9. supply the Platform to you and other users, and otherwise perform our obligations under these Terms;
10. if you are a Nutritionist, to provide your Nutritionist content and services to users on the Platform;
11. diagnose problems with the Platform;
12. enhance and otherwise modify the Platform;
13. perform Analytics;
14. develop other services, provided we de-identify Your Data; and
15. as reasonably required to perform our obligations under these Terms.
    1. You agree that you are solely responsible for all of Your Data that you make available on or through the Platform. You represent and warrant that:
16. you are either the sole and exclusive owner of Your Data or you have all rights, licences, consents and releases that are necessary to grant to us the rights in Your Data (as contemplated by these Terms); and
17. neither Your Data nor the posting, uploading, publication, submission or transmission of Your Data or our use of Your Data on, through or by means of our Platform will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
    1. You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Platform, in an aggregated and anonymised format (**Analytics**). You acknowledge and agree that we own all rights in the Analytics, and that we may use the Analytics for our own internal business purposes, provided that the Analytics do not contain any identifying information.
    2. We do not endorse or approve, and are not responsible for, any of Your Data.
    3. This clause will survive the termination or expiry of your Membership.
18. **Warranties**
    1. You represent, warrant and agree that:
19. you will not use our Platform in any way that competes with our business;
20. there are no legal restrictions preventing you from entering into these Terms;
21. all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
22. you have not relied on any representations or warranties made by us in relation to the Platform (including as to whether the Platform is or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms.
23. **Australian Consumer Law** 
    1. Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* *(Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Platform by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
    2. If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Platform provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
    3. Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Platform) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
    4. This clause will survive the termination or expiry of your Membership.
24. **Liability**
    1. Despite anything to the contrary, to the maximum extent permitted by law:
25. you agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Platform Licence clause and the Intellectual Property clause of these Terms;
26. neither Party will be liable for Consequential Loss;
27. each Party’s liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party’s personnel, including any failure by that Party to mitigate its losses; and
28. our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us resupplying the Platform to you or, in our sole discretion, to us repaying you the amount of the Fees paid by you to us during the term of your Membership.
    1. This clause will survive the termination or expiry of your Membership.
29. **Termination**
    1. **Cancellation of Memberships:** You may request to cancel your Membership at any time by notifying us via email. Your cancellation will take effect immediately. Should you cancel your Membership with us, you will continue to have an Account with us, should you seek to reactivate your Membership in the future.
    2. We may terminate your Membership at any time (**Termination for Convenience**) and we may discontinue the Platform at any time in our sole discretion, and we reserve the right to never make the Platform generally available.
    3. A Membership will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
    4. Should we suspect that you are in breach of these Terms, we may suspend your access to the Platform while we investigate the suspected breach.
    5. Upon expiry or termination of your Membership we will remove your access to the Platform.
    6. Termination of a Membership will not affect any rights or liabilities that a Party has accrued under these Terms.
    7. This clause will survive the termination or expiry of your Membership.
30. **Notice Regarding Apple**
    1. To the extent that you are using or accessing our Platform on an iOS device, you further acknowledge and agree to the terms of this clause. You acknowledge that these Terms are between you and us only, not with Apple Inc. (**Apple**), and Apple is not responsible for the Platform and any content available on the Platform.
    2. Apple has no obligation to furnish you with any maintenance and support services with respect to our Platform.
    3. If our mobile application fails to conform to any applicable warranty, to the maximum extent permitted by applicable law, Apple will have no warranty obligation whatsoever with respect to the mobile application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our responsibility.
    4. Apple is not responsible for addressing any claims by you or any third party relating to our mobile application or your use of our mobile application, including but not limited to: (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.
    5. Apple is not responsible for the investigation, defence, settlement and discharge of any third-party claim that our mobile application infringes that third party’s intellectual property rights.
    6. You agree to comply with any applicable third-party terms when using our mobile application.
    7. Apple and Apple subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms.
    8. You hereby represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.
31. **General** 
    1. **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
    2. **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
    3. **Disputes:** A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
    4. **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
    5. **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
    6. **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
    7. **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
    8. **Publicity:** With your prior written consent, you agree that we may advertise or publicise the fact that you are a user of our Platform, including on our website or in our promotional material.
    9. **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
    10. **Third party sites:** The Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Platform, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Platform (**Affiliate Link**) or for featuring certain products or services on the Platform. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Platform, or which (if any) third party links are Affiliate Links.
32. **Definitions** 
    1. **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
    2. **Intellectual Property** means any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
    3. **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

**For any questions or notices, please contact us at:**

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