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If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.

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Information sent by you through this Site may not be encrypted and we therefore cannot guarantee the security of such information. It is your responsibility to satisfy yourself whether the security measures are sufficient for your requirements.

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6. USE

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- c. would constitute a breach of an individual's privacy, including uploading their personal information without consent;
- d. would constitute a breach of any legal rights of any individual;
- e. would violate any law or regulation governing Jenny Craig's business or activities, including but not limited to the laws and regulations governing unfair competition, false advertising, consumer protection, obscenity, privacy or spamming;
- f. presents a security risk or that may interfere with the operation of the Site;



- g. imposes an unreasonable or disproportionately large load on the Site, or interferes or disrupts the Site or any network or website connected to the Site;
- h. infringes on a third-party's copyrights, patents, trademarks, service marks, trade names, trade secrets, or other intellectual property rights, or rights of publicity;
- i. uses the Site to libel or defame Jenny Craig, its employees or any other individuals, or otherwise brings into disrepute the good name of Jenny Craig or its employees;
- j. amounts to harassment, bullying, intimidation, misappropriation of trade secrets, intentional misrepresentation or fraud, or wrongful publication of private information;
- k. posts or transmits any Comments, information or material which is considered by Jenny Craig, in its absolute discretion, as unlawful, threatening, libellous, defamatory, obscene, inflammatory, pornographic, profane, racist, or could constitute or encourage criminal conduct, would give rise to liability, or would otherwise violate any applicable law;
- l. introduces viruses, Trojan horses, worms, computer programs or programming routines that may cause damage, interfere with, intercept, or expropriate any system, data, or personal information, including through the uploading of files;
- m. transmits any unsolicited or unauthorised Comments, advertising or promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of commercial solicitation or promotion;
- n. uses the Site to gain illegal or unauthorised access to other computers or networks through hacking or other means;
- o. assists or permits any person to engage in any of the activities described above; and/or
- p. results in your use of the Site in any way that otherwise breaches these Terms.

7. WARRANTIES

The Site is provided on an "as is" and "as available" basis. Consequently, to the maximum extent permitted by any applicable laws, Jenny Craig gives no warranties of any kind, either expressed or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, satisfactory quality or fitness for purpose, and any such warranties are expressly disclaimed. Furthermore, Jenny Craig cannot warrant or represent that:

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- b. access to the Site will be uninterrupted, error free or free from viruses;
- c. that any defects will be corrected immediately;
- d. the Site will be secure; or
- e. any advice or opinion obtained from Jenny Craig through this Site will be accurate.



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8. TERMINATION

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We reserve the right to restrict, suspend or terminate your access to this Site, or part of this Site, or any feature of this Site, at any time, without notice to you.

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9. LIABILITY LIMITATION

Except to the extent prohibited by relevant applicable laws, Jenny Craig will not be liable to you for any loss, damage, liabilities or claims and expenses that you may suffer due to your use of this Site, including use of any information or Content on it.

You use the internet, any third-party websites, and the Site at your own risk.

10. VARIATIONS

Jenny Craig may vary these Terms at any time, and by continuing to use the Site you consent to any variations. We will not notify of these variations and it is your responsibility to regularly check these Terms for any variations.

11. GOVERNING LAW

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