

## **TERMS AND CONDITIONS**

### **Terms and Conditions of Use**

1. We are a company incorporated in Australia, and the Terms are governed by and subject to the laws of Victoria, Australia.
2. The Terms or the Website may be amended in our discretion and without notice to you. Any changes to the Website or the Terms will take effect once they are posted to the Website. By continuing to use the website, you agree that it is your responsibility to review this page from time to time, to check for updates to the Terms.
3. If you object to these Terms, you must not use the Website.

### **Limitations on Use**

1. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the user content. Nor may you use any network monitoring or discovery software to determine the Website architecture, or extract information about usage, individual identities or users.
2. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of the Website or the user content without our prior written permission.

### **Use of our contact details**

1. Our contact details, or those of our staff or any other person, may be published on the Website. This publication does not amount to consent by us, or any other person whose details may be published, to receive any unsolicited commercial electronic messages.

### **General warning**

1. Information provided on this website may be general advice, which does not consider your personal needs or circumstances. You should consider carefully your own needs before you act on any advice contained in this website.
2. You should not act, or refrain from acting solely on the basis of the material contained on this Website.
3. Except where otherwise specified, material on this Website does not constitute a solicitation or inducement to purchase any products or engage any services offered by us.

## **Access and Security**

1. You acknowledge that you may not receive continuous access to the website and that from time to time, you may encounter errors in your use of the website.
2. We disclaim any liability to you in the event our website is unavailable, for any reason whatsoever (including but not limited to computer downtime attributable to malfunctions, upgrades, server problems, preventative or remedial maintenance activities or interruption in telecommunication supplies).
3. We may terminate or deny your access to the Website, if we at any time form the opinion that:
  1. There is a risk to the security of the website;
  2. Your account is being used for unauthorised access to, or unreasonable use of the website; or
  3. You have otherwise breached the Terms.
4. You agree to at all times keep any details we provide you to enable you to access our website or certain features on the website confidential. You acknowledge that these details are, unless otherwise specified, for your use only.
5. We retain the right to:
  1. Investigate or take any steps appropriate to report any behaviour we believe is in breach of the terms and conditions of the site;
  2. Disclose any such behaviour to any law enforcement, regulator or other third party that we deem necessary;
  3. You acknowledge that in making the disclosures set out at 5.5.2, we may disclose information including but not limited to:
    1. Your IP address and details contained in your user profile (including your email address); and
    2. Your usage history (including internet traffic details and any information posted by you).

## **Disclaimer and Limitation of Liability**

1. You acknowledge that your use of this website is at your own risk and that we:
  1. Cannot guarantee the safety or security of your computer;
  2. Do not accept liability for the loss or corruption of any data or any damage to any computer system that may arise from your use of the Website.
  3. We expressly disclaim all responsibility for any loss, injury, claim, liability, or damage, or any indirect, incidental, special or

consequential damages or loss of profits whatsoever of any kind resulting from, arising out of or any way related to:

4. any errors in or omissions of the Website and/or the user content, including but not limited to technical inaccuracies and typographical errors;
  5. any third party web sites or content directly or indirectly accessed through links in the Website, including but not limited to any errors in or omissions;
  6. the unavailability of the Website or any portion;
  7. your use of the Website;
  8. your use of any equipment or software in connection with the Website.
2. The Competition and Consumer Act 2010 (Cth) and similar State and Territory legislation in Australia may confer rights and remedies on you in relation to the provision by us of the Website (including the various functions contained on the Website) which cannot be excluded, restricted or modified (Non-excludable Rights). Except for any Non-excludable Rights you agree to exclude all other conditions and warranties implied by custom, law or statute.
  3. Our maximum aggregate liability for all proven losses, damages and claims arising out of the Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of \$1,000,000.
  4. You acknowledge that this Clause also applies for the benefit of us and our Directors, staff, agents and other parties who may from time to time be engaged by us. The rights which accrue from this Clause 6 may be enforced against you directly by us or any of the parties mentioned in this Clause 6.5.

## **Intellectual Property**

1. Except where we indicate otherwise, we are the owner of (or authorised by the owner to use) any intellectual property (including but not limited to any copyright, database rights, patents or trademarks) which appears on, or is contained within, this Website. Using this website does not grant you a licence to use, or any right, title and interest in, any intellectual property you may encounter on the Website.

## **Links**

1. We are happy for you to link to the Website subject to the following:
  1. The context in which the link is presented must not suggest that we have any connection with you, or are endorsing any products provided by you;
  2. You must not suggest that you have created any of our content, or that we have created any of your content;

3. You do not present the links in a manner which may cause us embarrassment.
2. From time to time, we may provide links to other websites. These links are provided for your information and convenience only. Our linking of the website does not constitute endorsement or approval of the contents of any linked website. We are not responsible for the content or practices associated with any linked website.

### **Indemnity**

1. You agree to indemnify and hold us and any of our officers, agents, employees, directors, licensors, or any other third-party suppliers harmless against any damage, loss, expense, or cost incurred as a result of any violation by you of these Terms.
2. You also agree to indemnify us against any claims that information or material which you have provided to us is in violation of any law or in breach of any thirdparty rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right).

### **Confidentiality and Privacy**

1. In using the website, you will be asked to provide us with Personal Information. Our collection and use of this information, and your use of the Website is subject to our Privacy Policy, which is incorporated by reference into these Terms. You acknowledge and agree that you are solely responsible for the accuracy and content of the information you provide to us

### **Severability of Provisions**

1. If any Clause in these terms is deemed to be unlawful, void, or unenforceable, that Clause shall be severed from this Agreement. The Agreement shall remain in force and the remaining Clauses will remain valid and enforceable.

### **Termination**

1. The Terms are effective until terminated or amended by us. Although termination may result in you no longer being authorised to access the website, any restriction imposed on you, or disclaimer or limitation of liability contained in these terms, continues. Any legal right that we may have accrued against you up to the date of termination shall not be altered by termination.