

## WEBSITE TERMS OF USE

### 1. **Legal effect of these Terms of Use**

- 1.1 The terms set out below along with any other terms, disclaimers or notices on this website are rules that you must follow when you access, browse and use the content and services on this website. These terms are called the Terms of Use. As soon as you start using this website, you are agreeing to the Terms of Use.
- 1.2 We may change any of these Terms of Use at any time. We will notify you of any changes to the Terms of Use by putting the revised Terms of Use on this website. If you continue to use this website, you are agreeing to these revised Terms of Use.
- 1.3 If you object to any of the Terms of Use, you must immediately stop accessing, browsing and using this website.
- 1.4 In these Terms of Use, the \_\_\_\_\_ is referred to as **we, us** or **our**.

### 2. **Services we provide**

#### **Content**

- 2.1 All content and other services on this website are provided in good faith and we will use reasonable endeavours to ensure that they are accurate and current up to the date that we publish the content on the website. However, we can not guarantee that the content and services are reliable, accurate or complete. You use the content and other services at your own risk.
- 2.2 This website may contain links to websites operated by other people or organisations. These websites are not part of this website and, unless otherwise indicated, are not under our control. We have no responsibility for the contents of any such linked websites, and you access them at your own risk. We have not checked the accuracy or completeness of the information or the suitability or quality of the content of any such linked websites. You must make your own enquiries before relying on the information or entering into a transaction in relation to any of these websites. You should check whether there are additional charges and terms which may apply to these websites.

#### **Security**

- 2.3 For security reasons, after you have accessed this website, we may require you to refresh your access to this website. This may be required, for example if, after you access this website, there is a long period of time where you do not revisit this website. We are not responsible for any information you may lose if you need to refresh you access.

### 3. **Your conduct**

- 3.1 You are responsible for all equipment and software used to access this website and the information or services on it.

3.2 You must take your own precautions to ensure that your equipment and software, and whatever you take from this website is free of viruses or other malicious codes.

3.3 You must not:

- (a) use this website for any activities or send to (or through) this website any information or material, which is unlawful, affects another person's rights, or breaches any standards or codes;
- (b) use this website in any way or send to (or through) the \_\_\_\_\_ any material which:
  - (i) interferes with another person's use of this website;
  - (ii) harasses, threatens, menaces, offends or restricts any person;
  - (iii) prevents any other person from using or enjoying this website;
  - (iv) is unlawful, defamatory, obscene, indecent, inflammatory or pornographic, or could give rise to civil or criminal proceedings; or
  - (v) disrespects or damages any laws or customary obligations of the \_\_\_\_\_ community;
- (c) use the website to send emails promoting or offering to sell goods or services;
- (d) use the website to send chain letters to anyone;
- (e) use another person's name, username or password to access this website or browse or use the content and services offered on this website without permission by us or them;
- (f) engage in any conduct which:
  - (i) affects the operation of this website
  - (ii) pretends to be on behalf of this website; or
  - (iii) makes changes to this website  
unless you have permission from us to do so;
- (g) send any virus or other malicious code to this website; or
- (h) attempt any of the above acts or help another person to do any of the above acts.

3.4 We may monitor your use of this website.

## 4. **Copyright and trade marks**

### **Copyright**

- 4.1 Copyright in this website and the content on it belongs to us or our licensors.
- 4.2 You are provided access to this website only for your personal use. You may not, without our permission, use this website to store, distribute, perform, communicate to the public, adapt, reproduce or copy any of the content on this website or use services offered to you on this website for any commercial (such as a business) or non-personal use.
- 4.3 This website may contain Indigenous Cultural and Intellectual Property (**ICIP**). ICIP means indigenous people's rights to their cultural heritage including the whole body of cultural practices, resources and knowledge systems that have been (and continue to be) developed, nurtured, refined and passed on by indigenous people as part of expressing their cultural identity. You must not do or allow anything to be done that may disrespect or damage any ICIP that exists on this website, or help anyone else to do so.
- 4.4 This website embodies the traditional knowledge of the\_\_\_\_\_. It was created with the consent of the custodians of the community. Dealing with any part of it for any purpose that has not been authorised by the custodians is a serious breach of the customary laws of the \_\_\_\_\_community, and may also breach the *Australian Copyright Act 1968* (Cth).
- 4.5 Nothing in these Terms of Use transfers or excludes any applicable cultural rights in favour of any Australian indigenous people that may be implemented under any laws.

### **Trade marks**

- 4.6 The trade marks used on this website are our trade marks or the trade marks of another person or organisation.
- 4.7 Nothing on this website grants you any licence or right to use any trade mark on this website without the permission of the owner.
- 4.8 You must not use any of trade marks on this website in a way which interferes with the rights and reputation of the owners of those trade marks.

## 5. **Disclaimer and limitation of liability**

- 5.1 To the extent permitted by law, we provide no warranties and make no representations about this website, the availability of this website or the services and the information provided on this website.
- 5.2 Our liability for breach of any term which is implied by law into these Terms of Use, will, to the extent permitted by law, be limited, at our option, to the supply of the relevant services again or the payment of the cost of having the services supplied again.

- 5.3 To the extent permitted by law, we and our officers, employees, agents or related bodies corporate will not be liable in any way (including in contract, for negligence or otherwise) for any loss, damage, costs or expenses suffered by you or claims made against you in connection with:
- (a) your use of this website;
  - (b) any lack of availability, interruption, delay in operation, virus, Internet access difficulties, or equipment malfunction in relation to this website;
  - (c) any failure to provide this website; or
  - (d) any services or information supplied, offered or advertised on this website.

## 6. **Termination**

- 6.1 We may suspend, terminate or limit your access to this website, effective immediately, if we reasonably believe you have breached any of these Terms of Use.
- 6.2 We may at any time suspend, limit or terminate:
- (a) any service provided on this website; or
  - (b) all access and use of this website.

## 7. **General**

- 7.1 These Terms of Use are governed by the law in force in \_\_\_\_\_, Australia. Both you and we submit to the jurisdiction of the courts of \_\_\_\_\_, Australia.
- 7.2 If any of these Terms of Use are invalid or unenforceable, that term will not apply but all the others will remain in force.
- 7.3 If you breach a Term of Use and we do not take any action, we will still be able to take action against you if you later breach any Term of Use.