

**WEBSITE TERMS OF USE**

<b>Version Number</b>	<b>Effective Date</b>	<b>Review Date</b>
TCA Inc 2020_1101	25/11/2020	25/11/2023

**1. OUTLINE**

- 1.1. These Website Access Conditions govern your use of and access to the Website.
- 1.2. By using the Website, you agree to these Website Access Conditions.
- 1.3. If you do not agree to the Website Access Conditions, you may not use the Website.
- 1.4. We may change, vary or modify all or part of these Website Access Conditions at any time in our sole discretion.
- 1.5. If we adopt new Website Access Conditions:
  - 1.5.1 we will post the new Website Access Conditions on the Website;
  - 1.5.2 they will thereupon apply to your use of and access to the Website through your acceptance of them by subsequent or continued use of the Website.
- 1.6 It is your responsibility to check these Website Access Conditions periodically for changes.
- 1.7 If you object to any variation to these Website Access Conditions, your only remedy is to immediately discontinue your use of the Website.
- 1.8 By using the Website, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent.
- 1.9 As long as you comply with these Website Access Conditions, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.
- 1.10 These Website Access Conditions were last updated on 19 November 2020.

**2. PRIVACY**

- 2.1. The Privacy Policy applies to your use of this Website and its terms form an integral part of these Website Access Conditions.
- 2.2. The Privacy Policy may be changed from time to time and is effective immediately upon posting such changes on the Website.
- 2.3. The Privacy Policy can be found on the Website.
- 2.4. You acknowledge and agree that transmissions on the internet are never completely private or secure and you understand that any message or information you send to or download from the Website (where permitted) may be read or intercepted by others.

**3. PRODUCTS and SERVICES**

- 3.1. The Products and Services Conditions apply to purchases of Products and/or Services and, where relevant, to the use of specific portions or features of the Website (as may be relevant).
- 3.2. You agree to abide by such Products and Services Conditions.
- 3.3. Our obligations, if any, with regard to the Products and Services are governed solely by the Products and Services Conditions pursuant to which they are provided and nothing on the Website should be construed so as to alter such Products and Services Conditions.
- 3.4. We may make changes to any Products and Services offered on the Website, or to the applicable prices for any such Products and Services, at any time, without notice (except as may be applicable under relevant Products and Services Conditions).
- 3.5. The Content on the Website with respect to Products and Services may be out of date and we make no commitment to update such Content on the Website.
- 3.6. Products and Services Conditions may be changed from time to time and are effective immediately upon posting such changes on the Website.

**4. ACCESS TO WEBSITE**

- 4.1. While we use reasonable endeavours to ensure that the Website is available continuously, we do not make any representations, statutory guarantees or warranties that your access will be

uninterrupted, timely, secure, error free, or that any defects will be corrected, or that your use of the Website will provide specific results or benefits.

- 4.2. The Website and its Content is delivered on an as-is and as-available basis.
- 4.3. Your access to the Website may be suspended without notice in the case of system failure, maintenance or repair, or any reason beyond our control or simply because we wish to do so.
- 4.4. Except as expressly provided otherwise in the Website Access Conditions, we reserve the right to change or discontinue any website, page, functionality, feature or service (or part thereof) on the Website at any time.
- 4.5. We cannot ensure that any files or other data you download from the Website (if you are permitted to do so) will be free of viruses or contamination or destructive features.

## **5. WEBSITE CONTENT**

- 5.1. The Website contains Content that is protected by our Intellectual Property Rights.
- 5.2. Except as expressly provided otherwise in any relevant Products and Services Conditions, you do not have any right, title or interest in or right of use of any Content on the Website.
- 5.3. Except as expressly provided in these Website Access Conditions or any relevant Products and Services Conditions, no part of the Website or Content (other than a temporary copy held in your computer's cache) may be copied, stored, altered, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or for any commercial enterprise or use, without our express prior written consent.
- 5.4. You may however use information within our Products and Services purposely made available by us for downloading from the Website, provided that you:
  - 5.4.1 do not remove any proprietary notice language in copies of such documents;
  - 5.4.2 use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; and
  - 5.4.3 make no modifications to any such information.

## **6. USE OF THE WEBSITE**

- 6.1 You must not:
  - 6.1.1 use the Website in breach of any applicable laws or regulations;
  - 6.1.2 use the Website (or Content obtained from the Website):
    - a) to transmit (or authorise the transmission of) "junk mail," "chain letters", unsolicited emails, instant messaging, "spimming," or "spamming";
    - b) to impersonate any person or entity;
    - c) to solicit money, passwords or personal information from any person;
    - d) to harm, abuse, harass, stalk, threaten or otherwise offend others; or
    - e) for any unlawful purpose;
  - 6.1.3 use the Website to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:
    - a) is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
    - b) contains, promotes, or provides information about unlawful activities or conduct;
    - c) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
    - d) exploits another person in any manner;

- e) contains nudity, excessive violence, or sexual acts or references;
- f) includes an image or personal information of another person or persons unless you have their consent;
- g) poses or creates a privacy or security risk to any person;
- h) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
- i) contains large amounts of untargeted, unwanted or repetitive content;
- j) contains restricted or password only access pages, or hidden content;
- k) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
- l) advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
- m) contains financial, legal, medical or other professional advice;

6.1.4 interfere with, disrupt, or create an undue burden on the Website or any systems, or networks connected to the Website;

6.1.5 use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Website;

6.1.6 use the Website with the assistance of any automated scripting tool or software;

6.1.7 frame or mirror any part of the Website without our prior written authorisation;

6.1.8 use code or other devices containing any reference to the Website to direct other persons to any other web page;

6.1.9 attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any of our servers, or to any of the Products and Services offered on or through the Website, by hacking, password mining or any other illegitimate means;

6.1.10 probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;

6.1.11 reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Website to its source, or exploit the Website or any service or information made available of offered through the Website, in any way where the purpose is to reveal any information, as provided for by the Website;

6.1.12 use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website or with any other person's use of the Website;

6.1.13 except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or cause any other person to do so; or

6.1.14 delete any attributions or legal or proprietary notices on the Website.

6.2 We reserve the right, in our sole discretion, to suspend or terminate your use or access to all or any part of the Website, including if we believe you are abusing the use of the Website in any way, have breached these Website Access Conditions or Product and Service Conditions or are no longer an active user of the Website.

## **7. MATERIAL OF USER**

7.1 By uploading, transmitting, posting or otherwise making available any Material via the Website (where permitted), you:

7.1.1 grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce,

edit and exploit the Material in any form and for any purpose;

7.1.2 except where expressly stated otherwise, also grant each user of the Website a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose;

7.1.3 warrant to us that you have the right to grant the above mentioned licences;

7.1.4 warrant to us that the Material does not breach these Website Access Conditions; and

7.1.5 unconditionally waive all moral rights (as defined by the Copyright Act 1968) which you may have in respect of the Material.

7.2 We reserve the right (but have no obligation) to:

7.2.1 review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates these Website Access Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and

7.2.2 monitor use of the Website and store or disclose any information that we collect, including in order to investigate compliance with these Website Access Conditions or for the purposes of any police investigation or governmental request.

7.3 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Website by any person other than us.

7.4 For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Website simply by facilitating others to post, transmit or make Material available, nor do we endorse any opinion, advice or statement made by any person other than us.

## **8. THIRD PARTY WEBSITES AND ADVERTISING**

8.1 The Website may feature or display links and pointers to websites operated by third parties which are provided solely as a convenience to you. Such websites do not form part of the Website and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such website, you leave the Website entirely at your own risk.

8.2 You must not link to the Website from any other website (or otherwise authorise any other person to link from a third party website to this Website) without our prior written consent.

8.3 The Website may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

8.4 If you contact a person using functionality provided on the Website, including via e-mail, we do not accept any responsibility for any communications or transactions between you and the relevant person.

8.5 From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of the Privacy Policy.

## **8. CONTENT DISCLAIMER**

9.1 You assume total responsibility for your use of the Website and any linked independent third-party websites.

9.2 Except where expressly stated otherwise, Content on the Websites is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

9.3 We do not make any representation or warranty that any Content on the Website will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

- 9.4 We will not be liable for loss resulting from any action or decision by you in reliance on the Content on the Website, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.
- 9.5 You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Website in any circumstance.
- 9.6 Your sole remedy against us for dissatisfaction with the Website or any Content or Material is to stop using the Website.

## **10. EXCLUSIONS and LIMITATIONS**

- 10.1 All express and implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to use of the Website and these Website Access Conditions, that are not contained in it, are excluded to the fullest extent permitted by law.
- 10.2 Any liability arising in relation to your use of the Website, however arising and whether for consequential loss or otherwise, including any liability arising by virtue of any representation, statutory guarantee or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.
- 10.3 No warranty or representation is given and we will not be liable for:
- 10.3.1 alterations to or interference with the Website;
  - 10.3.2 damage, loss or failure caused by unusual or non-recommended use or application of the Website; or
  - 10.3.3 loss caused by any factors beyond our control.
- 10.4 We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) of whatever nature howsoever arising in connection with the Website.
- 10.5 Subject to the foregoing, our total liability for breach of these Website Access Conditions and with respect to use of the Website is A\$1.00.

## **11. NOTICE OF INFRINGEMENT**

If you wish to send us a copyright infringement notification, you will need to identify the Content or Material(s) that you believe infringe(s) your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information.

11.1 You must sign the notice and send it to Tumut Community Association Inc. 59 Fitzroy Street, Tumut NSW 2720

## **12. GENERAL**

- 12.1 **Indemnity:** You indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your use of, access to, conduct in connection with the Website and any breach or alleged breach of these Website Access Conditions.
- 12.2 **Lawful purpose:** You shall ensure that the Website is used by you only for lawful purposes and in accordance with any applicable laws.
- 12.3 **Binding:** These Website Access Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns.
- 12.4 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Website Access Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Website Access Conditions without our prior written consent.
- 12.5 **Severability:** Each clause in these Website Access Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 12.6 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

12.7 **Governing law:** These Website Access Conditions shall be governed by the laws of the State of New South Wales.

**13. INTERPRETATION AND DEFINITIONS**

13.1 **Personal pronouns:** Except where the context otherwise provides or requires:

13.1.1 the terms **we, us** or **our** refers to Tumut Community Association Inc or its assignee or successor in title (as the case may be); and

13.1.2 the terms **you** or **your** refers to a user of the Website.

13.2 **Defined terms:** In these Website Access Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

**Affiliated Entities** means our subsidiaries, affiliates, Related Bodies Corporate, associated entities and relevant partners as the case may be or the context requires from time to time.

**Content** means all text, graphics, user interfaces, visual interfaces, photographs, illustrations, audio, video, trademarks, logos, sounds, music, artwork and computer code including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such content contained on the Website which is owned controlled or licensed by or to us and is protected by Intellectual Property Rights.

**Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

**Material** means any material in which you have Intellectual Property Rights provided by you for use on the Website or in the production, development and supply of the Products and Services to you including, but not limited to, text, illustrations, photographs, audio, video, any combination of these or other material.

**Website Access Conditions** means these terms and conditions of access to the Website and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Website, as amended from time to time.

**Website** means riverinahighlandsgroups.com.au

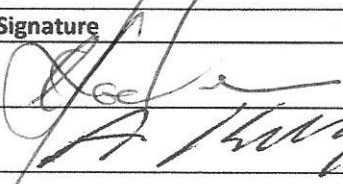
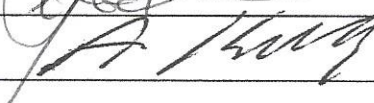

**Privacy Policy** means the [privacy policy](#) of Tumut Community Association Incorporated (Incorporated Association number 1600126) and (ABN 34 406 564 557) as amended from time to time, the most relevant one for the purposes of this document being as found on the Website.

**Products and Services** means the supply of products or services of Tumut Community Association Incorporated from time to time.

**Products and Services Conditions** means relevant and applicable terms and conditions for the supply of Products and Services.

**Related Bodies Corporate** has the meaning given in section 50 of the Corporations Act 2001

Website Terms of Use authorised by:

TCA Office	Name	Signature	Date
President	Col Locke		28-11-2020
Treasurer	Allan Kelly		26/11/20
Secretary	Christine Webb		27/11/2020