

Website Terms of Use – Australian Democrats

1. General

- 1.1 By accessing the Sites, or application through whatever platform or device you choose to use, you consent to be bound by the following Terms and Conditions of Use (“Terms of Use”).
- 1.2 Although the Sites are available to anyone with internet access, the Sites may not be continuously available due to the need for maintenance or repairs as a result of computer problems, crashes or disruptions in the internet service or in relation to any unforeseen circumstances. Australian Democrats reserve the right to temporarily or permanently de-activate or shut down access to the Sites or any part or aspect of the Sites without prior notice to you.
- 1.3 Any new applications, resources or features added to the Sites will be subject to these Terms of Use and any use of the Sites after any such change shall constitute your consent to those changes.
- 1.4 You acknowledge and agree that you must always provide Australian Democrats with accurate information and that you agree to update that information immediately whenever necessary. You further agree that, in the absence of any update, we assume that the information submitted by you to Australian Democrats or to the Sites is correct.
- 1.5 Australian Democrats reserves the right to amend the Terms of Use at any time at its sole discretion. Your continued access to and use of the Sites after such change constitutes your acceptance of the changes. As such, we recommend you review the Terms of Use periodically.
- 1.6 You agree that Australian Democrats may use your email address to send you information.

2. Terms of Use

- 2.1 In order to use the Sites:
 - (a) You must be at least 18 years of age or older (see the section titled “Users under 18”).
 - (b) When providing any information to Australian Democrats or on the Sites you must, at a minimum, ensure that the information you provide us about yourself is true, accurate, current and complete. If you operate a registered company or business, you must provide, at a minimum, the Australia Company Number (ACN) of your company, your registered business number for your business, as the case may be, as well as the current street address, the current postal address and the current email address of the company or business.
 - (c) You are fully, solely and completely responsible for all content and information that you provide to Australian Democrats or the Sites and the payment information you provide together with any activity (even when the content has been posted by others who have had or have gained access to your information) that occurs in that regard. Australian Democrats cannot and will not in any way be liable for any loss or damage which may occur in respect to same.
 - (d) You must not use the Sites for any illegal or unauthorised purpose, activity or use and must not, in using the Sites, breach any laws in the jurisdiction of Queensland, Australia or within your own jurisdiction (including but not limited to any copyright laws or intellectual property laws).
 - (e) You must not post or transmit to or via the Sites any unlawful, threatening, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any other material that could give rise to civil or criminal proceedings.
 - (f) You must not knowingly transmit any virus or other disabling feature to the Sites or tamper with, hinder the operation of or make unauthorised modifications to the Sites.

2.2 If you breach any of the abovementioned Terms of Use, Australian Democrats may at its sole and absolute discretion, terminate your access to and use of the Sites. You acknowledge that although the Sites prohibit any such conduct or content, you understand and agree that Australian Democrats cannot be responsible for any such conduct or content that you may be exposed to as a result of your use of the Sites and you agree to use the Sites and all of their services at your own risk.

2.3 Any verbal, physical, written or other threat or abuse of any customer, client, consultant, partner, employee, user or officer of Australian Democrats will result in the immediate termination of your access to the Sites.

3. Intellectual Property

3.1 Australian Democrats or its strategic partners own the intellectual property to the Content of this website. Australian Democrats reserves all its rights in the intellectual property published on the Sites.

3.2 Other than as permitted by the *Copyright Act 1968* (Cth) ("Copyright Act"), or expressly authorised by Australian Democrats, no part of any material contained on this website or web pages can be reproduced, copied or transmitted in any form or by any means without the written consent of the copyright owner.

3.3 Any copyright and trademarks on the Sites are owned by either Australian Democrats or its strategic partners.

3.4 You may not use any of the Australian Democrats trademarks without Australian Democrats' prior written consent. All other trademarks appearing on the Sites are the property of their respective owners.

3.5 If you wish to use any material from this website, please contact us by email addressed to info@australian-democrats.org.au

4. Content and Accuracy of Information

4.1 Australian Democrats attempts to keep the Content of this site up to date, however does not warrant and makes no representation as to the accuracy of any information or Content displayed on the website or its suitability for your use. You must make your own enquiries to satisfy yourself that the information on this website is accurate. You should not rely solely on this information to make decisions.

4.2 If you believe any Content that has been posted to the Sites is offensive, unsuitable or has breached these Terms of Use, please email us at info@australian-democrats.org.au with a link to the relevant Content and the reasons you object. At our sole discretion, we will consider your complaint and determine whether the Content is suitable or should be removed.

4.3 The views which are expressed by members of the public who have uploaded information or Content to the Sites are not the views of Australian Democrats and Australian Democrats accepts no liability whatsoever in respect to any of the information or Content posted on the Sites by third parties nor is Australian Democrats responsible for its Content or accuracy. Any reliance you place on any information or Content posted on the Sites is at your own risk.

5. Sponsored Content

5.1 Some of the Content on the Sites, including articles, campaigns, blogs, sponsorships and promotions, constitute as paid advertising (Sponsored Content). This means that Australian Democrats may have received a payment or other benefit in return for publishing and/or distributing the Sponsors Content on the Sites (including other sites and social media platforms owned and operated by Australian Democrats). Australian Democrats does not verify, endorse or otherwise approve Sponsored Content.

6. Third party links

6.1 The Sites provide links to websites owned and operated by third parties. Australian Democrats does not warrant the accuracy of information, the functionality or bona fides of any such website. Clicking on any links to external websites

is at your own risk and Australian Democrats does not accept any responsibility or liability for any claims, losses, costs, expenses or damages of any kind (including legal fees) arising out of your use of these links or the description of information supplied. You must make your own enquiries to satisfy yourself that the information on third party websites is accurate.

- 6.2 Your correspondence or dealings, or participation in promotions including competitions and hot offers / deals, of advertisers and users of these Sites, is solely between you and the advertiser / user. Australian Democrats is not liable or responsible for any loss or damage of any sort that may be incurred as a result of any such dealings or as the result of the presence of advertisements on the Sites.

7. Posting to the Sites

- 7.1 Australian Democrats may contact you for a testimonial and/or photographs and other material regarding your recent experience. Any Content you submit to Australian Democrats, in whatever format, you assign to Australian Democrats all rights, title and interest in all intellectual property rights in all Content you submit. The Content will be published on the Sites at Australian Democrats' sole discretion and by doing so, you give consent for Australian Democrats to edit or adapt the Content at our sole discretion.

- 7.2 By sending Australian Democrats the Content, you agree that you do not require attribution for the Content you have submitted.

- 7.3 By sending any Content to Australian Democrats, you warrant that:

- (a) You have the rightful power and authority to provide that Content in the form and manner and name in which it is submitted;
- (b) You own the Content and have the right to assign copyright ownership and other intellectual property rights in that Content to Australian Democrats;
- (c) The Content does not violate any privacy rights, copyright, contractual rights or other rights (including but not limited to intellectual property rights) of any person, company or entity;
- (d) The Content does not contain material that is illegal, contrary to any laws, indecent, obscene, threatening, discriminatory, harassing or in breach of any confidence and is not defamatory, libellous, offensive or objectionable;
- (e) If the Content in any way includes third parties or the property of third parties, that you have obtained the required consents and releases from those parties (or their parents or legal guardians, as applicable) to include them in your Content;
- (f) Your Content does not contain any representations or material which you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
- (g) Your Content does not contain material that has been previously broadcast, streamed, published or televised in any way (unless that previously broadcast, streamed, published or televised Content has first been approved in writing by Australian Democrats);
- (h) During the course of creating your Content, your conduct was not illegal, contrary to any law, indecent, obscene, discriminatory or harassing to any person; and
- (i) You agree to your Content being available on the Sites for public viewing and comment and that your Content may be used by Australian Democrats in any media for an unlimited period of time without remuneration or compensation for any purpose in Australian Democrats' sole discretion.

- 7.4 For any Content that you submit, you agree not to upload, post, or make available any Content that is objectionable, including but not limited to:

- (a) Content that promotes information that is false or misleading;
- (b) Content that promotes, depicts or alludes to offensive or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
- (c) Content that exploits people in a sexual or violent manner;
- (d) Content that harasses or advocates harassment of others;
- (e) Content that promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (f) Content that contains nudity, violence, or contains a link to an adult website;
- (g) Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities;

8. Monitoring Content

- 8.1 All Content submitted to the Sites must be first approved in writing by Australian Democrats. Irrespective of whether or not the Content has been approved by Australian Democrats, there is no obligation on Australian Democrats to monitor the Content and Australian Democrats has the right, but not the obligation, in its sole discretion to refuse or remove any Content submitted.

9. User Generated Content

- 9.1 Australian Democrats displays User Generated Content (“UGC”) from social media platforms including; Facebook, Instagram, Twitter, Google+ and YouTube. Australian Democrats does not claim to have ownership to any of the images, videos or Content posted through these channels.
- 9.2 By voluntarily submitting to us, or by posting on the Sites any communications or Content, you grant Australian Democrats, a worldwide, non-exclusive, royalty free, perpetual, irrevocable, and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such communications or Content in any form, media or technology. You can revoke this licence at any time by contacting us via email at info@australian-democrats.org.au

10. Users under 18

The Sites are not intended for access by children, so if you are under 18 years of age, you need to obtain a parent / guardian’s consent prior to using the Sites. Australian Democrats understands the importance of protecting children’s privacy, particularly in an online environment. However, the primary responsibility rests on the parent/guardian to supervise their children’s use of this Sites. For more information about Privacy, please review Australian Democrats’ Privacy Policy.

11. Security and internet risks

- 11.1 You are responsible for keeping the computer or device on which you are accessing the Sites free from any and all viruses and malicious programs and maintaining all appropriate security measures.
- 11.2 You acknowledge that your failure to do so may lead to, amongst other things, the interception of data by unauthorised parties. Australian Democrats will have no liability to you whatsoever if you suffer any loss that is caused wholly or in part by your failure to keep the computer or device from which you are accessing the Sites safe and secure.
- 11.3 Australian Democrats does not in any way warrant that the functions contained in Australian Democrats websites will be uninterrupted or without error. Australian Democrats will in no way be liable (in negligence or howsoever)

for the propagation of computer worms, computer viruses or any other harmful components transmitted from Australian Democrats websites or from other third party websites.

- 11.4 All of the information provided on Australian Democrats websites is given or made on an “all due care taken, but no liability” basis.

12. Disclaimer of Indemnity

- 12.1 The information in the Sites is provided as a guide only and may have been provided to Australian Democrats by third parties. Irrespective of any measures taken by Australian Democrats to check that the information is accurate or complete, in no event will Australian Democrats be liable to any person in contract, tort (including, but without limitation, negligence) or otherwise if any information on this Sites is incomplete or inaccurate.

- 12.2 Neither Australian Democrats nor any of its officers, volunteers, employees, agents or related bodies shall be liable to you or to anyone else for:

- (a) Any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the destruction of, or damage or unauthorised access to, your computer system or network;
- (b) Any defamatory, infringing, offensive or illegal conduct or material found in connection with the Sites including such conduct or material transmitted by any means by any other person;
- (c) Any loss, damage or cost, including, without limitation, any direct, indirect, special, purely economic, consequential or punitive damages, or any legal costs, arising out of, or in connection with the use of the Sites or information provided by you through the Sites;
- (d) Any loss of revenue, loss of income, loss of profits (or any anticipated savings), business losses, loss of contracts, loss of business relationship, loss of reputation or goodwill or any loss or corruption of any information or data;
- (e) Loss of profit, goodwill, use, data or other intangible losses (even if Australian Democrats has been advised of the possibility of such damage) resulting from:
 - (i) the use or the inability to use the Sites;
 - (ii) the cost of procurement of any substitute service resulting from any information obtained through the Sites;
 - (iii) unauthorised access or alteration of your transmissions or data;
 - (iv) statements or conduct of any third party on the Sites; or
 - (v) any other matter relating to the Sites themselves.

- 12.3 Failure of Australian Democrats to exercise or enforce any rights or provisions of these Terms of Use shall not constitute a waiver of any such right or provision.

- 12.4 These Terms of Use constitute the entire agreement between you and Australian Democrats and govern your use of the Sites and supersede any prior agreements between yourself and Australian Democrats (including but not limited to any prior versions of these Terms of Use).

- 12.5 If Australian Democrats is found to be liable to you for any damage, loss, cost or expense arising out of or in connection with your use of the Sites then you agree and acknowledge that the liability of Australian Democrats in total aggregate shall not exceed the dollar amount of the payment made by you.

- 12.6 Any reliance or use of any of the material on the Australian Democrats websites is entirely at your own risk.

- 12.7 Any hypertext links to any external websites, mobile applications or digital media outside of the Australian Democrats websites are provided by Australian Democrats in good faith and for your convenience only. The said external information is outside of Australian Democrats' control and it is your sole responsibility to make your own decisions about the correctness, accuracy, relevance and reliability of any material found on any external website, mobile application or other digital media.
- 12.8 Australian Democrats takes no responsibility and does not accept any liability for the content of the external websites, mobile applications or digital media and makes no warranty, representations, undertakings or legal responsibility for the accuracy, usefulness, completeness or relevance of any material located via the hyperlinks or references to external websites, mobile applications or other digital media. Australian Democrats does not in any way endorse any content whatsoever in any external website, mobile application or digital media whatsoever.
- 12.9 Australian Democrats in no way whatsoever accepts any liability for any loss or damage suffered by you or any other person either directly or indirectly for using or relying on any material located by hypertext links or referred to in external websites, mobile applications or digital media.
- 12.10 Aboriginal and Torres Strait Islander users of the Australian Democrats websites may contain images of people who have passed away and Australian Democrats accepts no liability, loss or damage suffered by any person either directly or indirectly as a result of those images.
- 12.11 You release and indemnify, and keep Australian Democrats released and indemnified, against all Claims, loss and all costs arising from claims, brought by you or by any third parties arising from:
- (a) The publication of Content on the Sites;
 - (b) Clicking on links to third party websites;
 - (c) Use and reliance on information displayed on the Sites;
 - (d) Booking of products or services promoted by third parties on the Sites;
 - (e) Entering competitions or redeeming hot offers and deals provided by third parties on the Sites;
 - (f) Display of information about third party products and services on the Sites;
 - (g) Intellectual property subsisting in Content displayed on the Sites.
- 12.12 "Claims" include any and all claims for any losses or damages, including incidental or consequential damages.
- 12.13 You acknowledge that Australian Democrats has no liability to you arising out of or in connection with the interception of any data by unauthorised parties or for any events beyond Australian Democrats' control.
- 12.14 Nothing on the Sites is meant to or will constitute advice of any kind whatsoever. You acknowledge that if you require any legal or other advice that you should consult the appropriate practitioner or professional.

13. Unenforceability

You acknowledge that if any provision contained in these Terms of Use is or is found to be unenforceable under any applicable law, it will not affect the enforceability of the other provisions of these Terms of Use.

14. Release

- 14.1 To the extent permitted by law, you agree to release and hold harmless Australian Democrats and its current and former officers, employees and agents against and from all expenses, costs, liability, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever (including consequential and economic loss), property loss/damages and damage for injury (including personal injury and death) arising out of, caused by, attributable to or resulting from your use of the Sites for any reason whatsoever.

15. Jurisdiction

- 15.1 You agree that your use of the Sites is governed by the laws in force in the State of Queensland and you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any other courts which may hear appeals from those courts.

16. Privacy

- 16.1 Australian Democrats is bound by the *Privacy Act 1998* (Cth) (“Privacy Act”) and the Australian Privacy Principles (“APP”) set out within the Privacy Act which regulate the way in which personal information is handled.
- 16.2 You acknowledge that by using the Sites and providing your personal information to Australian Democrats, you consent to Australian Democrats handling your personal information in accordance with the Privacy Act. For complete details in this regard, please visit our Privacy Policy.

17. Force Majeure

- 17.1 You acknowledge and agree that Australian Democrats cannot be in any way held responsible to you as a result of force majeure.
- 17.2 Cases of force majeure (or acts of God) are those events usually recognised as such by the jurisprudence of the courts of Queensland, Australia.

18. Dispute Resolution

- 18.1 When a dispute arises the Customer agrees to comply with Australian Democrats’ dispute resolution process. To this end if you have a complaint against Australian Democrats you are first required to notify Australian Democrats of the dispute by giving written notice specifying the nature of the dispute, the outcome required and the action believed necessary under the circumstances that will assist in settling the dispute.
- 18.2 Both you and Australian Democrats will then in good faith attempt to resolve the dispute by negotiation. If the dispute is not resolved within 21 days of negotiations, either you or Australian Democrats may progress the dispute.

19. Entire Agreement

- 19.1 These Terms of Use express your obligations and the obligations of Australian Democrats in their entirety.
- 19.2 No general or specific condition communicated by you can be incorporated into these Terms of Use.
- 19.3 You acknowledge that from time to time it may be necessary for Australian Democrats to review and revise the Terms of Use. Australian Democrats reserves the right to change the Terms of Use at any time and for any reason. If Australian Democrats makes a change to the Terms of Use, the revised version will be posted on the Sites.

20. Definitions

“Content” means the text, documents, information, data, articles, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Sites.

“Australian Democrats” or “us” or “we” means Australian Democrats Incorporated and its subsidiaries and related bodies corporate.

“Sites” means the Australian Democrats websites available to you and providing a facility to enter other websites to enter into transactions with third parties, whose details and products and services appear on the Australian Democrats websites.

“You” means any user of the Sites and includes any person who accesses the Sites.