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without our prior written approval; (iv) use any Content in any way that may damage or adversely affect our reputation or goodwill; (v) interfere with or disrupt use of this Website by other users; or (vi) access or use this Website in breach of any applicable law.

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You agree that we may collect, use, hold and disclose your personal information in accordance with our [Privacy Policy \[hyperlink\]](#). You must not provide us with any personal information about another individual for any purpose unless you have obtained the individual's express consent and notified the individual of the details required by all applicable privacy laws.

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## **9. Links to this Website**

You may link to this Website provided that the link accurately indicates that it is to this Website and we have not requested you to remove the link where we have determined in our sole discretion that it is misleading or otherwise inappropriate. If you do not immediately comply with a request by us to remove a link to this Website then you irrevocably and unconditionally agree to indemnify us against any and all costs, charges and expenses (including, without limitation, legal costs on a full indemnity basis) that we incur in having any such link removed.

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## **12. Exclusion of liability**

To the full extent permitted by law we will have no liability (whether in contract, in tort, under statute or in any other way and whether due to negligence or any other cause) to you for or in respect of any and all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever directly or indirectly arising out of or in connection with your use, inability to use or attempted use of this Website

including, without limitation, consequential, special or indirect losses, damages, costs, charges, expenses or liabilities.

### **13. Indemnity**

To the full extent permitted by law you irrevocably and unconditionally agree to indemnify us from and against any and all claims, actions, demands, proceedings, losses, damages, costs, charges, expenses and liabilities of any kind or nature whatsoever (including, without limitation, legal costs on a full indemnity basis) directly or indirectly arising out of or in connection with any breach by you of: (i) these Terms of Use; (ii) any applicable law; or (iii) the rights of any third party. It is not necessary for us to incur any cost or expense or make any payment before enforcing a right of indemnity under these Terms of Use.

### **14. Termination and suspension**

If you breach any of these Terms of Use then we may in our sole discretion do any one or more of the following: (i) immediately terminate or suspend your use of all or any part of this Website; (ii) immediately terminate these Terms of Use; and (iii) institute legal proceedings to recover from you any loss or damage that we suffer as a result of your breach of these Terms of Use. Any termination or suspension of your use of all or any part of this Website, or termination of these Terms of Use, will not affect any of our previously accrued rights or remedies under these Terms of Use. If these Terms of Use are terminated for any reason then the provisions of these Terms of Use which are capable of having effect after such termination will survive and remain in full force and effect following such termination.

### **15. Entire agreement and amendments**

These Terms of Use constitute the entire agreement between you and us in connection with their subject matter. We may in our sole discretion amend these Terms of Use at any time by publishing amended Terms of Use on this Website. By continuing to use this Website after amended Terms of Use have been published on it, you agree to be bound by such amended Terms of Use. If at any time you do not agree to the current version of these Terms of Use then you must immediately cease using this Website. You are responsible for reviewing the most recent version of these Terms of Use before using this Website.

### **16. Assignment and transfer**

You may not assign or otherwise transfer any of your rights or obligations under these Terms of Use. We may at any time by notifying you: (i) assign or otherwise transfer our rights and obligations under these Terms of Use to a body to which some or all of our functions are

transferred; and (ii) provide to that body any or all information which you have provided to us in connection with this Website including, without limitation, personal information.

#### **17. Waiver and severability**

Any failure by us to exercise any right or remedy under these Terms of Use will not constitute a waiver of that right or remedy or any other right or remedy. If any provision of these Terms of Use is invalid or unenforceable for any reason then that provision will be deemed to be severed from these Terms of Use to the extent that it is invalid or unenforceable without affecting the validity of the remaining provisions.

#### **18. Governing law and jurisdiction**

These Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia. The courts of the State of Victoria, Australia will have exclusive jurisdiction in respect of any dispute arising out of or in connection with these Terms of Use. You acknowledge and agree that we do not give any representation or warranty that this Website or the use of this Website complies with the laws of any country outside Australia. If you access this Website from a country outside Australia then you are solely responsible for complying with the laws of that country.

These Terms of Use are effective as of **[Insert date]**.