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- (b) using our website to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our website;
- (d) tampering with or modifying our website, knowingly transmitting viruses or other disabling features, or damaging or interfering with our website, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our website;
- (e) using our website to send unsolicited email messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

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- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our website will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

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Discontinuance: We may, at any time and without notice to you, discontinue our website, in whole or in part. We may also exclude any person from using our website, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and disclaimers: To the maximum extent permitted by law, we make no representations or warranties about our website or the Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our website will be secure.

You read, use and act on our website and the Content at your own risk.

Limitation of liability: To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our website and/or the Content and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

Indemnity: To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our website or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Termination: These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Disputes: In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the party), meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

Severance: If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Jurisdiction: Your use of our website and these Terms are governed by the laws of Victoria. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Victoria and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our website may be accessed throughout Australia and overseas. We make no representation that our website complies with the laws (including intellectual property laws) of any country outside Australia. If you access our website from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our website.

For any questions or notices, please contact us at:

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