Oatley Lions Club WEBSITE TERMS OF USE AND DISCLAIMER

Welcome to our website. This website (located at www.oatleylions.org.au) is owned and operated by LIONS CLUB OF OATLEY INC. trading as Oatley Lions Club (ABN 69 590 349 120) (**"Oatley Lions"**, **"we"**, **"us"**). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use and disclaimer which, together with our Privacy Policy, govern our relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

Please note that further terms and conditions govern the purchase of any goods described on our website. Please refer to our eCommerce Terms and Conditions of Sale.

Your use of this website is subject to the following terms and conditions:

1. Use of our website

The content of this website is for your general information and use only and is subject to change without prior notice.

You can only ever use our website for lawful purposes (such as researching our goods and services or contacting us) in a manner consistent with the nature and purpose of the website, and in a way that doesn't impact on anyone else's use and enjoyment of the website. We have a zero-tolerance policy for users who conduct themselves unlawfully or encourage such conduct, who post any defamatory, obscene, offensive or scandalous material, harass or cause distress or inconvenience to any person, or disrupt the website. We reserve the right to ban any users who engage in such behaviour.

You're not permitted to change, add to, remove, deface, hack or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

2. Intellectual property

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the website, and is protected by copyright under the laws of Australia and through international treaties.

Unless we say otherwise, all rights (including copyright) in the website are owned or controlled by us and are reserved by us.

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As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our website in accordance with these terms, to copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

Except as outlined above, we don't grant you any other rights whatsoever in relation to the website- all other rights are expressly retained and reserved by us and nothing you do on or in relation to the website will transfer any intellectual property or associated rights.

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so, as long as you attribute same to us and link back to our website. If you'd like to share, re-publish or otherwise use our website or content in a way that you aren't expressly authorised to do by these terms, please don't hesitate to get in touch with us.

3. Submissions

We'll sometimes ask our users to contribute content to our website or social media. Please note before you do so that any material you send to us (including any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information) will be deemed to be non-confidential and non-proprietary, unless you tell us otherwise. You authorise us to use it for any purpose, without compensation to you.

4. Privacy

We take your privacy seriously. All information we collect through your use of the website and how we use and disclose it is set out in our Privacy Policy, which is available on our website.

5. Links to our website

If you would like to link to our website, please get in touch with us with your URL, a brief description of your website and why you want to establish a link. Please note that if we allow you to link to our website, we may impose certain terms or conditions.

If the nature or content of your website changes in any significant way after the authorised link is established, you must let us know and provide us with a new description of your website. If the change means that your website is no longer a good fit with ours, we may ask you to remove the link. Refusal will constitute a breach of these terms.

6. Links from our website to other websites

We may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. Please note that we include these links for your convenience, however we don't necessarily endorse or support the views, opinions, standards or information expressed on them. We have no

control over the nature, content and availability of those websites. For your own safety, please make sure you check the protocols and standards of the linked sites before using them.

7. Our use of cookies

We use cookies to monitor browsing preferences and to help us improve, promote, and protect our website and services. By continuing to use the website, you agree to our cookie policy. You can find out more information about our cookie policy in our Privacy Policy, which is available on our website.

8. Security

Our website is security assured by Google. We use our best endeavours to ensure the website is free of any malware, bugs, viruses, trojan horses, ransomware or other harmful code or communications which may be transmitted to or through the website, including links to other sites.

9. Disclaimer and indemnity

Nothing in these terms limits or excludes any rights, guarantees, warranties, representations or conditions that you are entitled to by law that can't be limited or excluded, including under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**).

Apart from that, to the extent permitted by law, we exclude all terms, guarantees, warranties, representations or conditions as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any purpose which are not expressly stated in these terms. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee to which you are entitled under the ACL), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the website or these terms (including as a result of not being able to use the website), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise. If we can't exclude liability but we can limit it, we limit it to the maximum extent permitted under section 64A of the ACL.

We make the website available to you, however you use it at entirely your own risk, for which we will not be liable. Everything on the website is provided "as is" and "as available" – we don't make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third party conduct arising out of the website;

- unsuitable or out of date information on the website (including third party material and advertisements on the website);
- you or any other person acting or not acting, on any information;
- personal injury or property damage of any nature resulting from your or any other person's access to or use of the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any interruption of transmission to or from the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the website, including links to other sites;
- costs incurred by you in using the website; and
- links which are provided for your convenience.

It is your own responsibility to ensure that any services or information available through this website meet your specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

10. Changes to terms

If we decide to change these terms (and we can do so at any time), we'll post a copy of our revised terms on our website. Changes to the terms will take effect immediately on being published on the website. Your continued use of the website indicates your acceptance of the revised terms.

11. Severance

If any part of these terms is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed and the rest of the terms will remain in force.

12. No affiliation

Our website is not a part of the Facebook website, Facebook Inc, YouTube, Instagram, Snapchat, Twitter or Google, nor is it endorsed by or affiliated with any of those websites or their owners in any way.

13. Termination

The agreement between us constituted by your use of the website may be terminated at any time by us without notice, in which case all disclaimers and limitations of liability

will survive termination, however, you will no longer be authorised to access the website.

14. Jurisdiction

As we are based in New South Wales, these terms will be governed by the laws of New South Wales. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales and courts of appeal from them.

This document was last updated: 7th June 2019