

WEBSITE TERMS AND CONDITIONS OF USE

Notes and rules regarding use of these Website Terms and Conditions of Use

Please note that these terms and conditions are for a simple, non-trading website without any user message posting functionality. They do NOT include the following:

- any terms regarding online trading – these terms and conditions are for a non-trading website;
- a spam notice (about not harvesting email addresses from the website for spam purposes) – there is no legal requirement that it be included, but it may be desirable if email addresses are included on the website;
- restrictions on what users can post on the website – this is not required unless there is a facility for users to post comments etc; and
- a privacy policy (or reference to same) – there is no legal requirements for this, but it is desirable (unless an exemption applies, such as the small business exception under the Privacy Act).

Subject to the following, these disclaimers are provided on the legal basis described at www.startuplegal.com.au/terms-of-use/. You may cut and paste these terms and conditions from this document, provided you do so as a whole, however the following clause may be omitted in the following circumstances:

- **“Website not advice”** – delete this if there is no way that your business could be construed as providing any form of advice. (Note, however, that many service-based businesses do provide incidental advice in the course of their dealings with customers.)

You need to insert your full company name where indicated. You also need to globally search and replace “XXX” with a short name for your company.

Terms and Conditions of Use

By using this website or any of its contents, you agree to comply with these terms and conditions. From time to time **[## insert your company name and ACN]** (XXX) may change these terms and conditions at its discretion and without notice, and by continuing your use you accept the revised terms and conditions.

Website not advice

This website provides general information, not advice. The use of this website (including sending any communication to XXX through it) or any of its contents does not create any obligation of XXX to provide advice to you, and you must not rely upon any of the contents without obtaining corresponding advice from XXX.

Disclaimer

The information in this website is of a summary nature, might not address issues applicable to you, or might make assumptions that do not apply to you. Parts of this website may not be updated regularly, or at all, so that they may be out of date.

To the extent permitted by law, XXX makes no warranty or representation about the accuracy, completeness or fitness for any purpose of the contents of this website, or that this website is free of viruses or other code that is harmful or may assist in causing harm.

To the extent permitted by law, any condition or warranty regarding this website or its contents that would otherwise be implied (by statute or otherwise) into these terms and conditions is excluded.

Links to other websites

This website may contain links to other websites for your convenience. We do not control the content of those websites or endorse it in any way. To the extent permitted by law, we make no warranties or representations regarding that content and exclude any liability to you in relation to it.

Restrictions on use

You must only use this website for lawful purposes. You must also take your own precautions to ensure that your access to this website does not expose you to viruses or other code that is harmful or may assist in causing harm.

Copyright notice

Copyright in this website is owned by XXX or third parties from whom XXX has licensed it. Subject to any exceptions that cannot be excluded under any applicable law, and subject to the rights granted to you in this copyright notice, XXX reserves all rights in this website and you must not in any way reproduce, publish, communicate or adapt any part of this website without the prior written approval of XXX.

You may, for non-commercial purposes:

- browse or print a copy of any part of this website solely in order to view it; and
- communicate any part of this website to others provided that the relevant part is a self-contained whole (e.g. an entire article), you include an attribution to XXX and you include these terms and conditions.

Liability

To the extent permitted by law, XXX excludes all liability to you on any basis (including negligence) for any loss or damage, however caused, which you may suffer in relation to your use of this website or any contents.

To the extent permitted by law, any liability of XXX in connection with this website under any statutory right (including any condition or warranty implied by law or any guarantee or other right under any statute) that by law cannot be excluded is limited at the option of XXX to the resupply of the relevant services or the payment of the cost of same.

General

If any part of any of these terms and conditions is void, then the part that is void may be severed. Where used in these terms and conditions, the phrase “including” must be read as “including, but not limited to” and references to the content of this website include any content submitted by a third party. Other than any local laws applicable to you that by law cannot be excluded, these terms and conditions are governed by the laws of Victoria, Australia.