

CARRYTHROUGHCOVID - TERMS OF USE

Last updated on 8 April 2020

This Web site is provided to you by a group of volunteers on a not for profit basis and the rights stated in these Terms of Use (these "Terms") apply for the benefit of these volunteers (together "we", "us", "our" and terms of similar meaning). This Web site and any software provided by us for use with the site ("the "Site") is provided to you subject to these Terms.

Please read these Terms carefully before using the Site. By accessing, using or browsing the Site you represent you are at least 18 years old and you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site and may choose to exit the Website. If you do not comply with these Terms, we can terminate your use of the Site.

We reserve the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline of the Site, at any time and in our sole discretion. We may modify or discontinue part or all of the Site at any time.

The services we provide through the Site are for your own use only as contemplated by the Site. You may not resell, lease or provide them in any other way to anyone else. You may not reverse engineer or attempt to discover the source code or structure, sequence and organisation of the Site.

If you sign up or register for an account on the Site, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to the Site, and to keep it accurate, current and complete.

In these Terms, the content on the Site, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by users of the Site is called "User Content". User Content is that User's property.

Other than the User Content, the Site, all Content and all software available on the Site or used to create and operate the Site is the property of the volunteer who created it or our licensors, and is protected by Australian and international copyright laws, and all rights to the Site, such Content and such software are expressly reserved.

Your User Content is your responsibility. You must ensure that your User Content does not include personal, private or confidential information belonging to others and is appropriate to protect the reputation of the Site. We have no responsibility or liability for it, including any loss or damage it may cause to other people. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Site. Your User Content may appear in search engine results.

We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site, and provide the services provided by the Site, now and in the future.

The Site may contain links to Web sites of small businesses and other third-party Web sites ("Third-Party Sites") and third-party content ("Third-Party Content"). You use links to Third-Party Sites, and any Third-Party Content or goods and services provided by those third parties or those Third-Party Sites at your own risk.

The Site, the Content and the services provided by the Site are provided to you on an "as is" basis without warranties from us of any kind.

While we attempt to make your access to and use of the Site safe, we do not represent or warrant that the Site or any Content are free of viruses or other harmful components. We also are unable to guarantee that the Site will always be available and working, nor that the Site and User Content will not be accessed without authority. You are responsible for anything that happens as a result of your password being inadequate or shared by you.

To the full extent permitted by law, you agree that we shall not be liable to you for any direct or indirect damages arising out of the Site or your use or inability to use the Site (including those arising out of our negligence), any conduct of third parties via Third Party Sites or otherwise or any other matter relating to the Site. You shall indemnify us for any claims arising out of your use of the Site, including any claims made by any person that your User Content infringes the rights, including the intellectual property rights, of any third party.

These Terms are governed by the laws of Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria.