

Terms and conditions of Use

Ownership of the Site

The owner of the www.dymockschildrenscharities.org.au website (the "Site") is Dymocks Children's Charities Limited ABN 95 094 189 492 ("DCC"). Please read these Terms and Conditions of Use ("Terms of Use") carefully before using this Site. By using this Site, you agree to be bound by these Terms of Use. In these Terms of Use, the expressions we, us and our are a reference to DCC.

Agreement to Terms of Use

These Terms of and Conditions of Use ("**Terms of Use**") apply to the Site, including to any donations or fundraising made over the Site. By using the Site, you agree to these Terms of Use. If you do not agree, then please refrain from using the Site.

Restrictions on use

Without our prior written consent, you may only access the Site for your personal and non-commercial use. You are not authorised to print a copy of any information or photographs contained on the Site. You are also not authorised to download any videos contained on the Site. Without limiting the foregoing, you may not without our prior written consent on-sell information obtained from the Site.

You must not obscure or misrepresent your geographical location, forge headers, use proxies, use IP spoofing or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send on or through the Site. You must not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You must not violate or attempt to violate the security of the Site, including, without limitation by:

- accessing data not intended for you, including logging into a server or account which you
 are not authorised to access;
- attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without authorisation;
- using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site;
- conducting a reverse look-up, tracing or seeking to trace any information on any other user or visitor to the Site, or any other user of this Site, to its source, or exploit the Site

- or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal information, other than your own information, as provided for by the Site;
- taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks, or any systems or networks connected to the Site or to our systems or networks;
- disrupt network nodes or network services or otherwise restrict, inhibit, disrupt or impede our ability to monitor or make available the Site;
- forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing"; or

Copyright

Copyright in the Site (including titles, text, graphics, logos, icons, images, photographs, videos and sound recordings and software) is owned or licenced by us. Except as permitted by the *Copyright Act* 1968 (Cth) (and similar legislation which applies in your location) or expressly permitted by these Terms of Use, you may not without our prior written consent:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Site; or
- commercialise any information, products or services obtained from any part of the Site;

Trademarks

The Site includes registered trademarks owned by us (or our licensors) and trademarks that may be the subject of applications for registration by us (or our licensors).

You must not use any of our trademarks or company names or business names and must not authorise or assist any person to

- in or as the whole or part of your own trademarks or business name or company name;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages us or our information.

Monitoring

We may monitor usage of the Site to determine compliance with these Terms of Use.

Access

We may immediately terminate your access to the Site without notice. The disclaimer in these Terms of Use survives any such termination or deletion. You agree that your only right with respect to any dissatisfaction with the Site is to cease using the Site.

Specific warnings

You must take precautions to ensure that the process which you adopt for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. To avoid doubt, we do not accept responsibility for any interference or damage to your computer system which arises in connection with the Site or any linked website.

We do not warrant the accuracy, adequacy or completeness of the information appearing on the Site, nor do we undertake to keep the Site updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of such information.

You acknowledge that, despite reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or the Site. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

Security of information

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which is transmitted to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. Further details of our privacy and security policy can be found at the following link:

Privacy+Policy.pdf

Disclaimer

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may suffer in connection with your use of the Site or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Site.

We will not be liable to you for indirect or consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise arising from or connected to the Site or these Terms of Use.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms of Use is excluded. If legislation implies any condition or warranty, and that legislation voids or prohibits us from excluding or modifying any such term, that term will be deemed included in these Terms of Use.

Nothing in this disclaimer is intended to limit or exclude any liability that cannot be lawfully excluded.

Indemnity

You agree that you will not use this Site for any unlawful purpose, or for any purpose prohibited by these Terms of Use. You agree to defend, indemnify and hold harmless DCC and its affiliates and

their respective directors, officers, employees and agents from and against all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable legal fees) arising out of your use of the Site and/or your breach of these Terms of Use.

Limitation of Liability

To the extent permitted by law, in no event shall we or our partners or affiliates, or contributors to this Site, be liable for any loss or injury, or any damages, whether direct, special, indirect, punitive, incidental, exemplary, consequential, or otherwise, whether based on breach of contract, tort (including negligence), product liability or otherwise, resulting from your access or use of this Site. You hereby waive all such claims against us, our partners, affiliates, and contributors.

Linked websites

The Site may contain links to other websites (linked websites). We are not responsible for the content or privacy practices associated with linked websites. Our links with linked websites should not be construed as an approval by us of any information, graphics, materials, products or services referred to or contained on, those linked websites, unless and to the extent otherwise indicated. You acknowledge and agree that your linking to other sites, your use of such sites, and your use of any information, material, products and services offered by such sites, are solely at your own risk.

Governing law

These Terms of Use are governed by the laws of New South Wales. You submit to the exclusive jurisdiction of the Courts of New South Wales.

General

We accept no liability for any failure by us to comply with these Terms of Use where such failure is due to circumstances beyond our control. The non-exercise or delay in performance of a right under these Terms of Use does not constitute a waiver. If we waive any rights available to us under these Terms of Use on one occasion, it does not mean that those rights will automatically be waived on any other occasion.

Headings in these Terms of Use are for convenience only and do not affect interpretation. If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use will continue in full force.

Amendments to Terms of Use

We may, in our sole discretion, amend these Terms of Use at any time. By continuing to use the Site following any such amendments, you agree to the Terms of Use, as amended.