

SCOSA WEBSITE TERMS AND CONDITIONS OF USE

1. INTRODUCTION

These Terms and Conditions are in effect at all times while you are using the Website. By using the Website or using Our Services, you agree to the Terms and Conditions. Please read them carefully.

2. OUR WEBSITE

2.1 While we take all reasonable care in the construction, operation and content of the Website, we make no guarantee or warranty that:

2.1.1 the use of the Website will be uninterrupted or virus and error free;

2.1.2 any information contained in the Website is complete, accurate or up to date.

2.2 Where the Website contains opinions or advice of third parties, we do not endorse those opinions or advice or give any guarantee or warranty as to the accuracy or reliability of those opinions or advice.

2.3 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. We are not responsible for any interference or damage to your computer system which arises in connection with your use of the Website or any other Website linked to the website.

2.4 Access to the Website may be terminated at any time by us without notice.

3. YOUR CONDUCT

3.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy (please click here [\[hyperlink\]](#)), any material you send or post to the Website shall be considered non-proprietary and not confidential. Unless you advise us to the contrary, we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any purpose.

3.2 You must not post or send to or from the Website any material:

3.2.1 for which a third party holds the Intellectual Property Rights where you have not obtained all necessary consents to distribute the material;

3.2.2 that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in Australia;

3.2.3 which is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

- 3.3 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to the Website in breach of clause 3.2.

4. **LINKS TO OTHER WEBSITES**

- 4.1 Any links to third party websites located on the Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to the Website, it is at your own risk.
- 4.2 If you would like to link to the Website, you may only do so provided that:
- 4.2.1 you link to, but do not replicate, any page on the Website;
 - 4.2.2 the link must "point" to the URL <http://www.scosa.com.au> and not to other scosa web pages;
 - 4.2.3 the link does not operate in any way which might, or might potentially, damage or diminish the value of the scosa name, reputation or trademarks;
 - 4.2.4 the link does not imply that you or any third party is associated with or approved by scosa; and
 - 4.2.5 the link displays the full screen of the website when accessed and not a "frame" on the linked website.

5. **PRIVACY AND SECURITY**

- 5.1 We will take all reasonable steps to keep secure any information you transmit to us using the Website. The Internet is not secure however and accordingly, we make no guarantee or warranty that such information cannot be intercepted by third parties.
- 5.2 We will deal with any personal information you provide to us using the Website in accordance with our Privacy Policy. Please click here [[hyperlink](#)].

6. **DISCLAIMER**

Except where otherwise required by law:

- 6.1 all guarantees, conditions, warranties or other terms which may be implied by law or otherwise in connection with the Use of the Website or Our Services are excluded;
- 6.2 we do not accept responsibility for any Liabilities which you may incur in connection with your use of the Website or any linked website and you release us from any Claim relating to such Liabilities;
- 6.3 in no circumstances will we be responsible for any loss of profits or interruption to business or other indirect economic or other consequential loss

(**Consequential Loss**) suffered by you or any third party in connection with the use of the Website or the provision of Our Services;

- 6.4 you indemnify us against all Liabilities which we may incur and release us from any Claim for such Consequential Loss.

7. INTELLECTUAL PROPERTY

- 7.1 Except as expressly provided in this clause, you acquire no Intellectual Property Rights in using the Website or Our Services.
- 7.2 We grant you a non exclusive non transferrable licence to print and download material from the Website for your own private and non commercial use, provided that you do not modify any content without our consent.
- 7.3 The above licence terminates automatically and without the requirement for notice in the event you breach any of your obligations under these Terms and Conditions.
- 7.4 Copyright and other Intellectual Property Rights in all material on the Website are held by us or licensed by us. Subject to the limited exception in clause 7.2, other than for the purposes of, and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) and equivalent legislation which applies in your location, you may not in any form or by any means:
- 7.4.1 adapt, reproduce, store, distribute, print, display, perform or publish any materials on the Website or create derivative works from any part of the Website; or
 - 7.4.2 commercialise any information, products or services obtained from any part of the Website

without our written permission or, in the case of third party material, from the owner of the copyright in that material.

8. YOUR BREACH

- 8.1 You indemnify us against all Liabilities which we may incur in respect of your breach of these Terms and Conditions.
- 8.2 Any breach or threatened breach of these Terms and Conditions entitles us to apply for and obtain injunctive relief in any court of competent jurisdiction in addition to all other available remedies.

9. GENERAL

- 9.1 We reserve the right to change these Terms and Conditions at any time. Please read them regularly to ensure you are aware of any changes. Your continued use of our Website and of Our Services following changes to these Terms and Conditions means you accept those changes.
- 9.2 These Terms and Conditions cover the entire agreement and understanding between you and us with respect to Our Services and supersede any prior agreement or understanding.

- 9.3 If there is any conflict between anything in these Terms and Conditions and anything else in the Website, these Terms and Conditions prevail.
- 9.4 The validity and interpretation of these Terms and Conditions are governed by the laws of South Australia. Any dispute in connection with Our Services or these Terms and Conditions is subject to the exclusive jurisdiction of the courts of South Australia.
- 9.5 We accept no responsibility for any failure to comply with these Terms and Conditions where such failure is due to circumstances beyond our reasonable control.
- 9.6 If we waive any rights available to us under these Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 9.7 If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions shall nevertheless continue in full force.
- 9.8 Any indemnity or release in these Terms and Conditions survives termination of access to or closure of the Website. Any other provision in these Terms and Conditions intended to do so, survives the termination of access to or closure of the Website.

10. CONTACT US

Please do not hesitate to send us any queries, comments or requests for information you may have regarding these Terms and Conditions. Please click [[here to contact\(hyperlink\)](#)].

11. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

- 11.1 **Claim** means any claim, demand, action or cause of action, whether in contract, tort, equity or under statute, and any loss, cost, expense or Liability arising from or in connection with such claim, demand, action or cause of action.
- 11.2 **Intellectual Property** and **Intellectual Property Rights** includes property and rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions).
- 11.3 **Liabilities** means liabilities, losses, damages, actions, causes of action, arbitrations, claims, orders, judgments, outgoings, costs (including legal costs calculated on a solicitor and own client basis) and expenses, whether present or future, actual or contingent.
- 11.4 **Our Services** means allowing and facilitating the viewing or use of the Website, and its interface and user system in order to provide online

information to you and any ancillary or related service we provide to you (including telephone and email support).

11.5 **scosa, us and we** means Spastic Centres of South Australia Incorporated ABN 14 202 143 568.

11.6 **Website** means the Website at www.scosa.com.au.

11.7 **you** means any person viewing or using the Website, including any links from the Website, either wholly or in part and either directly or indirectly or by an agent and includes a person whose credit/debit card is used in conjunction with the Website.

12. INTERPRETATION

In these Terms and Conditions unless the context otherwise requires:

12.1 headings do not affect interpretation;

12.2 singular includes plural and plural includes singular;

12.3 words of one gender include any gender;

12.4 a reference to a party includes its executors, administrators, successors and permitted assigns;

12.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;

12.6 a provision is not to be construed against us only because we prepared it;

12.7 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

