

# MADRA Website Terms and Conditions

Last updated 14th June 2021

These terms and conditions (**Terms**) are between you and Mallacoota and District Recovery Association Inc. (MADRA) (**we, our or us**) and govern your use of our website located at <https://madrecovery.com/> (**Website**). By accessing and using the Website, you agree to be bound by and abide by these Terms.

## 1. INFORMATION ON THIS WEBSITE

- 1.1 All information and other material (including text, graphics, podcasts, videos, photos, information, designs, data and other content) set out on our Website (**Content**) is provided for general information purposes only.
- 1.2 We make no warranty about the accuracy, completeness, reliability or timeliness of the Content. You are solely responsible for the consequences of your use of any Content, including any decision to act or not act on the basis of the Content.
- 1.3 The Website may be accessed from outside Australia. We make no representation that the Content or Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

## 2. OWNERSHIP OF CONTENT

- 2.1 Copyright and all other intellectual property rights in Content contained on the Website is owned by us or our licensors unless otherwise indicated.
- 2.2 While you may browse or print the Content for non-commercial, personal use, you must obtain our prior written permission if you would like to use, copy or reproduce any part of the Website for any other purpose.
- 2.3 Any product and company names referred to in this Website are the property of their respective owners.

## 3. USER CONTENT

- 3.1 We don't claim ownership of any content you provide to us through or in connection with the Website (**User Content**). However, by providing User Content to us, you grant us a worldwide, irrevocable, perpetual, royalty-free, sub-licensable licence to use, reproduce, modify, communicate to the public and adapt that content, on this Website and through any other means.

## 4. PRIVACY POLICY

- 4.1 Your use of this Website is governed by our Privacy Policy which is available on request by contacting: [mallacoota.district.assoc.2020@gmail.com](mailto:mallacoota.district.assoc.2020@gmail.com)

## 5. THIRD PARTY SITES

- 5.1 We may provide links to third party sites for your convenience (**Links**). We have no control over third party sites. These Terms do not apply to third party sites and you should review the terms and conditions of the applicable third party website before using that website.
- 5.2 Although we have used reasonable endeavours to review the Links, we make no representation or warranty as to, and we are not responsible for, the accuracy, legality, decency or any other aspect of any material located at the Links or the services provided by these third parties (including in relation to our products and services). The inclusion of a Link does not imply our endorsement, recommendation or support of the applicable website or any information, opinions, third party goods or third party services referred to on it.

## 6. NON-EXCLUDABLE OBLIGATIONS

- 6.1 To the extent that you acquire goods or services from us as a 'consumer' (as that term is defined in section 3 of the *Competition and Consumer Act 2010* (Cth)), you may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded,

restricted or modified by agreement. Nothing in these Terms operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred the Australian Consumer Law (as set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth)) or any other statute where to do so would contravene that statute or cause any term of this agreement to be void (**Non-excludable Obligations**).

## **7. SEVERANCE**

7.1 Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause will not apply in that State or Territory and will be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory will continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph will not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## **8. DISCLAIMER**

8.1 The Content on this Website is provided "as is". Except in relation to Non-excludable Obligations, we expressly exclude all conditions, warranties, rights, remedies, liabilities or other terms that may be implied or conferred by statute, custom or the general law that impose any liability or obligation on us.

8.2 Except in relation to Non-excludable Obligations and to the extent permitted by law, we have no liability whatsoever to you (including because of our negligence) for any type of direct or indirect loss or liability incurred by you or any other person under or in connection with your use of this Website (including any Content or in connection with any Link), however incurred, including (without limitation) any loss of profits, loss of revenue, loss of goodwill, loss of customers, loss of or damage to property or reputation, loss of capital, downtime costs, loss under or in relation to any other contract, loss of data, loss of use of data, or any direct, indirect, economic, special or consequential loss, harm, damage, cost or expense (including legal costs).

8.3 The Content on this Website is provided on the basis that all persons accessing this Website undertake the responsibility for assessing the accuracy of its Content and that they rely on that Content entirely at their own risk.

## **9. CHANGES TO TERMS**

9.1 We may change these Terms at any time without notice to you. You agree to be bound by the changed terms if you use this Website after the terms have changed.

## **10. APPLICABLE LAW**

10.1 These Terms are to be construed in accordance with, and are governed by, the laws of Victoria, Australia. By using this website, you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia in relation to any dispute relating to these Terms.

## **11. ENQUIRIES**

If you have any questions about these Terms (including your privacy rights), you can contact us at:

**Address:** Locked Bag 1008 Mallacoota VIC 3892

**Email:** mallacoota.district.assoc.2020@gmail.com