

## **Website Terms and Conditions of Use**

### **1 Ownership and formation of agreement**

---

#### **1.1 Ownership**

This website [www.macarthurfootball.com.au](http://www.macarthurfootball.com.au) (**Site**) is owned and operated by Macarthur Football Association Inc (ABN 82 138 352 399) (hereinafter referred to as **Us, We** and **Our**).

#### **1.2 Formation of agreement**

- (1) These terms of use govern your use of the Site.
- (2) You should always check these terms of use every time you visit the Site as We may make changes to it from time to time without letting you know.
- (3) If you do not agree with these terms of use you should immediately cease using the Site.
- (4) Please read these terms of use carefully, because by using the Site:
  - (a) you are confirming that you have not only read these terms of use but that you agree to be bound by them; and
  - (b) you agree that a legally binding agreement is formed between you and Us.

#### **1.3 Authority**

You warrant that:

- (1) you are over the age of eighteen (18), or if you are not, then you have obtained the consent of your parents or guardians;
- (2) your use of the Site creates legal binding obligations for any liability you may incur as a result of using the Site; and
- (3) the information you supply via the Site will be accurate and not misleading, deceptive or likely to be misled or deceive.

#### **1.4 Privacy Policy**

- (1) Whilst making enquiries with us, you may be required to provide Us with some of your personal details (including, for example, your name, residential address, phone number, email address and other personal details).
- (2) Therefore, please review Our [Privacy Policy](#) which describes how We collect and use the information provided by you or collected as a result of the use of the Site by you.

### **2 Conditions of your use of the Site**

---

You must not:

- (1) use another person's personal information without permission;
- (2) make any fraudulent, speculative or false enquiries, or requests using the Site;
- (3) tamper with, hinder the operation of or make unauthorised modifications to the Site;
- (4) commit any act that may breach any laws; or
- (5) knowingly permit another person to do any of the above acts.

### 3 Disclaimer and limitation of liability

---

#### 3.1 Disclaimers

- (1) The information We provide on the Site is of a general nature only. You acknowledge and agree that We are not providing professional advice and you should obtain your own independent advice and undertake your own research that is appropriate to your circumstances.
- (2) Any reliance upon any advice, opinion, statement, advertisement, or other information displayed or distributed through the Site is at your sole risk and We will not be responsible or liable for any loss or damage that results from the use of the information on the Site.

#### 3.2 Security of Site

Although We take all steps to ensure the security and integrity of the Site, you agree that We will not be liable for any loss or damage you suffer by the use of the Site (including a linked website), any breakdown or interruption to the Site or the Site being hacked or otherwise being affected by any form of malicious virus or the data you receive from Us not being secure or virus-free.

#### 3.3 Limitation of liability

- (1) Despite anything else contained in these terms of use, We will not be liable for any loss, damage, expense or injury of any kind or nature suffered or incurred by you or any other person, arising out of or in connection with your use of the Site, or your reliance on any information contained or accessed through the Site, in any delay in delivery, or failure to perform any other term or condition or to call or respond to you promptly (if at all) or place any follow up calls or emails.
- (2) To the fullest extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute that impose any liability on Us are expressly excluded.
- (3) To the full extent permitted by law, We will not be liable in any event for any indirect or consequential losses (including but not limited to any loss or damage arising from a breach of contract or agreement, tort, or any other basis in law or equity including, but without limitation to, loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of goodwill, indirect or remote or unforeseeable loss, loss of reputation, future reputation or publicity, or any similar loss which was not contemplated by the parties) whether or not We had knowledge that such losses might be incurred.

### 4 Errors

---

- (1) The Site displays a wide variety of information. Although We use Our best endeavours to ensure that the information on the Site is correct there may be times where errors or omissions have unfortunately been made.
- (2) We reserve the right to correct any such errors or omissions without notice and without any claim being made against Us.

### 5 Copyright and intellectual property

---

- (1) We will at all times retain ownership of all intellectual property rights (including but not limited to registered trade marks) used in respect of Our website (with the exception of third party advertisements (if any)) and in connection with Our products and/or services (together referred to as **Our IP**).
- (2) The contents of the Site (including all photographs, images, videos, text, illustrations, software, audio, video and other items) is also Our IP and subject to copyright under the *Copyright Act 1968* (Cth) and any other relevant law.

## **Website Terms and Conditions of Use – Macarthur Football Association Inc**

---

- (3) Except for the purpose of viewing, printing and accessing the Site for your own personal use, you must not copy, use, modify, reproduce, broadcast, print, publish or create any derivative works from any part of the Site without Our written consent.
- (4) It is an essential term of these terms and conditions that you must not:
  - (a) launch or attempt to launch a site or arrangement that is the same or similar to the Site or which uses Our IP without our express written consent;
  - (b) do anything that:
    - (i) is inconsistent with Our interest in Our IP;
    - (ii) infringes upon Our rights to use and exploit Our IP; or
    - (iii) which leads to the value of Our IP being diminished or otherwise adversely affected.
- (5) If you know, or believe that Our IP rights has been infringed by a third party, please call or email Us.

### **6 Third party sites/hyperlinks**

---

- (1) We make no representation about, and assume no responsibility for, any website or content accessed through a link on the Site. The fact that the Site contains links to other websites does not constitute any endorsement by Us of that website or the products and/or services being offered through that website.
- (2) You agree that We will not be liable to you for any loss or damage you suffer by the use of any website not maintained and controlled by Us.
- (3) Linking to the Site is not permitted without Our express written consent.

### **7 Complaints**

---

We take all complaints seriously and will use Our best endeavours to ensure all complaints are addressed promptly. If you have any complaints or issues please contact Us as soon as possible.

### **8 General provisions**

---

- (1) Failure on Our part to enforce any provision of these terms of use is not to be construed as a waiver of any provision or right.
  - (2) These terms of use are governed by the laws of New South Wales, Australia and you submit to the exclusive jurisdiction of its courts.
  - (3) If any provision of these terms of use is deemed unlawful, void or for any reason unenforceable, then that provision is considered severed and will not affect the validity and enforceability of any remaining provisions.
  - (4) We may assign or novate Our rights under these terms of use at any time without your consent. You cannot assign or novate your rights and obligations under these terms of use without Our consent (which will not be unreasonably withheld).
-