

## WEBSITE TERMS AND CONDITIONS

### Introduction

These terms and conditions will govern your use of the Sherwood Institute of Australia (here after known as 'SIA') website. By using this website, you are accepting these terms and conditions in full. If you do not agree with these terms and conditions or any part of these terms and conditions, we advise that you do not use this website.

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to SIA's use of cookies in accordance with the terms of SIA Privacy Policy and Cookies Policy.

### License to use website

Unless otherwise stated, SIA and/or its licensors own the intellectual property rights in the SIA website and material on the website. Subject to the license below, all of the intellectual property rights are reserved.

You may view, print out pages, and download for caching purposes only from the SIA website for your own personal use, subject to any of the restrictions that are set out below and elsewhere in these terms and conditions.

You must not:

- republish material from the SIA website;
- rent, sell or sub-license material from the SIA website;
- reproduce, duplicate, copy or otherwise exploit material on the SIA website for a commercial purpose
- redistribute material from the SIA website (except for content expressly and specifically made available for redistribution)
- show any material from the SIA website in public

### Acceptable use

You must not use the SIA website in any way causes, or may cause, damage to the website or accessibility of the website or impairment of the availability; or in any way which is illegal, unlawful, harmful or fraudulent activity or purpose.

You must not use the SIA website to store, transmit, use, send, host, copy, distribute or publish any material that consists of (or is linked to) any computer virus, Trojan horse, rootkit, keystroke logger, spyware or other malicious computer software.

You must not conduct any automated or systematic data collection activities (including without limitation data mining, data harvesting, data extraction and scraping) or in relation to the SIA website without SIA's express written consent.

## Restricted access

Access to certain areas of the SIA website is restricted. SIA reserves the right to restrict access to these areas, or indeed this entire website at SIA's discretion.

If SIA provides you with a user ID and password that enables you to access restricted areas of the SIA website or other content or services, you must ensure that the user ID and password are kept confidential.

SIA may disable your user ID and password in SIA's sole discretion without explanation or notice.

## User content

In these terms and conditions, "your user content" means material (that includes without limitation audio material, video material, audio-visual material, text and images) that you submit to the SIA website for whatever purpose.

You grant to SIA a worldwide, irrevocable, royalty-free, non-exclusive license to use, adapt, translate, publish, reproduce and distribute your content in any existing or future media. You also grant to SIA the right to sub-license these rights, and the right to bring an action for infringement to these rights.

Your use content must not be unlawful or illegal, might not infringe any third party's legal rights, and must not give rise to any legal action whether against you or SIA or a third party (in each case under any applicable law).

You must not submit any user content to the SIA website that is or has ever been the subject of any actual or threatened or legal proceedings or other similar complaint.

SIA reserves the right to edit or remove any material submitted to the SIA website, or stored in SIA's servers, or published or hosted upon the SIA website.

Notwithstanding SIA's rights under these terms and conditions in relation to user content, SIA does not undertake to monitor the submission of such content to, or the publication of such content, on the SIA website.

## No warranties

This website is provided "as is" without any warranties or representations, expressed or implied. SIA makes no warranties or representations in relation to this website or the materials and information provided on the SIA website

Without prejudice to the generality of the previous paragraph, SIA does not warrant that:

- this website will constantly be available, or available at all; or
- the information on the SIA website is accurate, true, non-misleading or complete.

## Limitations of liability

SIA will not be liable to you (whether under the law of tort, law of contract or otherwise) in relation to the use of, or the contents of, or otherwise in connection with the SIA website:

- for any business losses, income, profits or anticipated savings, loss of revenue, loss of contracts of business relationships, loss or corruption of information or data, or loss of reputation or good will; or
- for any special, consequential or indirect loss.

These limitations of liability of liability apply even if SIA has been advised of the potential loss.

## Exceptions

Nothing in this website disclaimer limits or excludes any warranty implied by the law that it would be considered unlawful to limit or exclude; and nothing in this website disclaimer limits or excludes SIA's liability in respect of any:

- personal injury or death caused by SIA's negligence;
- fraud or fraudulent misrepresentation on the part of SIA; or
- matter which it would be unlawful or illegal for SIA to limit or exclude, or to purport or attempt to limit or exclude, its liability.

## Rationality

By using this website, you are agreeing that the exclusion and limitations of liability that are set out in this website disclaimer are reasonable.

If you think that they are unreasonable, you are advised to not use this website.

## Other parties

You accept that, as a limited liability entity, SIA has an interest in limiting the personal liability of its employees and officers. You are agreeing that you will not bring any personal claim against SIA's employees or officers in respect of any losses you may suffer in connection with the SIA website.

Without prejudice to the previous paragraph, you agree that the limitations of warranties and liability set out in the SIA website disclaimer will protect SIA's employees, officers, agents, subsidiaries, assigns, sub-contractors and successors as well as SIA.

## Unforeseeable provisions

If any provision of the SIA website disclaimer is, or is found to be, unenforceable under applicable law, that will not detract from the enforceability of the other provisions of this website disclaimer.

## Indemnity

You hereby indemnify SIA and undertake to keep SIA indemnified against any damages, liabilities, expenses, costs and losses (including without limitation legal expenses and any amounts paid by SIA to a third part in settlement of a claim or dispute on the advice of SIA's legal advisers) incurred or suffered by SIA arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## Variation

SIA may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the SIA website from the date of the publication of the revised terms and conditions on the SIA website

## Assignment

SIA may sub-contract, transfer or otherwise deal with SIA's obligations and/or rights under these terms and conditions without obtaining your consent or notifying you.

You may not sub-contract, transfer or otherwise deal with your obligations and/or rights under these terms and conditions.

## Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unenforceable and/or unlawful, the other provisions will continue in effect. In any unenforceable and/or unlawful provision would be enforceable or lawful if part of it were delete, that will be deemed to be deleted, and the rest of the provision will continue in effect.

## Entire Agreement

These terms and conditions, together with the SIA Privacy Statement, SIA Website Disclaimer SIA Cookies Policy, constitute the entire agreement between you and SIA in relation to your use of the SIA website, and supersede all previous all previous agreements in respect of our use of the SIA website.

## Law and Jurisdiction

These terms and conditions will be construed in accordance with and governed by the law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Australia.