



Veterans Off The Streets Australia – VOTSA Ltd

Site Terms and Conditions

This Agreement governs our relationship with users of the Veterans Off The Streets Australia - VOTSA Ltd (“VOTSA”) (ABN 46 613 632 045) web site (“the Site”).

By using or accessing the Site, you agree to these terms and conditions.

1. Introduction

1.1. This Agreement also incorporates the Veterans Off The Streets Australia – VOTSA Ltd Privacy Policy. These policies contain important information, and should be read before progressing with this document.

1.2. You must take the time to read and understand this Agreement before using the Site. By using the site, you accept that you are entering into a contract with VOTSA

1.3. VOTSA is the sole owner of the VOTSA Site and associated intellectual property rights on the Site.

1.4. VOTSA reserves the right to change this Agreement, and the incorporated policies, from time to time, and post the new version of this Agreement on the Site. Users should regularly check the terms and conditions, including the incorporated policies.

1.5. This Agreement, and any new version of it in the future, takes effect immediately. Your continued use of the Site after any variation of these terms and conditions, or variation of the related policies, by VOTSA constitutes your acceptance of the terms of the Agreement as it then stands.

2. Terminology

2.1. In these Terms and Conditions, the expressions “we”, “us” and our are references to Veterans Off The Streets Australia Ltd.

3. Acceptance of Terms and Conditions

3.1. Your access and use of the Site is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Site (known collectively as the Terms and Conditions). Your use of and/or continued access to the Site constitutes your agreement to the Terms and Conditions.

3.2. Use of this Site by you does not confer any rights on you including any right to become a member of VOTSA.

4. Trade marks

All names, logos and trademarks are either our property or the property of third parties who have contributed to the Site. Nothing on the Site should be interpreted as granting any rights to use or distribute any names, logos or trademarks, without our express written agreement or the relevant contributor. Nothing displayed on the Site should be construed as granting any licence or right to use any name, logo or trademark without our express permission, or the relevant third party contributor.

5. Copyright

The content of this Site, including all information such as text, graphics, images and other material (Material), is protected by Australian and international copyright law.

6. No Representations

We make no representations about the accuracy, reliability, completeness or timeliness of the Material. The Material may contain inaccuracies or typographical errors. The use of the Site and the Material is at your own risk. Changes are periodically made to the Website and may be made at any time.

7. Third Parties

The Site contains links to third party websites (“Third Party Sites”). VOTSA has no control over the content of Third Party Sites and accepts no responsibility for those Sites, their content or for any loss or damage that may arise from your use of them. You acknowledge that you access and use Third Party Sites from the Site at your own risk.

8. Disclaimer and Release

- 8.1. The Site, and the Content are provided "as-is".
- 8.2. VOTSA cannot guarantee and does not promise any specific results from use of the Site.
- 8.3. The site is not hosted by VOTSA and access to any part of the Site is subject to the independent provision of hosting by the host. VOTSA is in no way liable for any disruption to this Site, whether or not such disruption is caused by the host.
- 8.4. VOTSA does not represent or warrant that the software, Content or materials on the Site, or any related, linked, or directed Third Party Sites, or any other thing are accurate, complete, reliable, current or error-free or that the Site and the hosting site servers are free of viruses or other harmful components. Without limiting the foregoing in any way, you understand and agree that you download content or otherwise obtain content, material, data or software or any other thing from or through the Site at your own risk and that you will be solely responsible for your use of this content material, data or software including any damage, loss of data, or any other harm of any kind that may arise.
- 8.5. VOTSA disclaims any and all representations and warranties, whether express or implied, including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement, with the exception of products which VOTSA sells to customers, to which the consumer guarantee provisions of the Australian Consumer Law 2010 apply.
- 8.6. VOTSA accepts no responsibility for the truth or accuracy of any material available on the Site. Content and any other information and material available on the Site are not intended to amount to advice on which anyone should place any reliance. VOTSA disclaims all liability arising from any reliance placed by any person (whether or not a Member) on material available on the Site.
- 8.7. You should exercise no lesser degree of caution in appraising what you see on the Site than you do offline.
- 8.8. You acknowledge that images may be posted of persons who are now deceased.

9. Excluded loss

- 9.1. In no event will VOTSA, or any of its directors, officers, employees, volunteers, moderators, and agents be liable to you or any third party for any direct, indirect, special, consequential, exemplary or incidental loss or damage, or for any loss of data, profit, revenue or business, arising from your use of the Site, Content, information, or other materials on the Site, even if we have been advised of the possibility of such loss or damages. VOTSA specifically excludes all liability for negligence which may arise from your use of this Site.

9.2. VOTSA, and our directors, officers, employees, volunteers, moderators, and agents will also not be liable for any failure to perform any of our obligations under this Agreement caused by matters beyond VOTSA reasonable control.

10. Maximum Liability

10.1. Without limiting the preceding clause, our aggregate liability under this Agreement (whether arising in negligence or otherwise) will not under any circumstances exceed one hundred dollars Australian (\$100).

10.2. You acknowledge that this limit stands on its own and is applicable even in cases where all or part of the Agreement is read down, severed, or subject to an implied or express limitation at law.

11. Indemnity

You agree to indemnify and hold VOTSA and their affiliates harmless from all loss, liabilities, claims, demands and expenses (including reasonable legal fees) made by any third party that may arise from any breach of this Agreement by you or through your use of any machine through which you access the Site.

12. Assignment

VOTSA reserves the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement.

13. Entire Agreement

This Agreement includes the VOTSA Privacy Policy. Together these documents contain the whole of this Agreement between VOTSA and you concerning the Site.

14. Severability

If any term of this Agreement is held to be invalid the remainder of this Agreement shall remain valid and enforceable.

15. Termination

The Terms and Conditions are effective until terminated by us. We may terminate this agreement and your access to the Site at any time without notice. In the event of termination, you are no longer authorised to access the Site. We are not required to provide

reasons for any decision by us to terminate your access to this site. All restrictions imposed on you, disclaimers and limitation of liability set out in the Terms and Conditions survive termination.

16. Applicable Law

16.1. This Agreement shall be governed by and construed in accordance with the laws of the Australian Capital Territory.

16.2. The parties agree that the Courts of the Australian Capital Territory have jurisdiction over any legal disputes arising from this Agreement.