

WEBSITE TERMS OF USE

These website Terms of Use outline how you can use the Exmouth Chamber of Commerce & Industry (Exmouth CCI) website (our Website), content provided on our web site, and other resources found on our website. In these Website Terms of Use, we, us or our means Exmouth Chamber of Commerce and Industry Incorporated ABN 34 685 169 468.

Consent to Website Terms of Use

If you access, use, or download any of our content, you are taken to have agreed to these Website Terms of Use and our Privacy Policy. If you do not agree with our Terms of Use, then you must cease using our website immediately.

The information on our website is general information only

Content on this website is provided with due diligence, with the best intentions, and in good faith; however, before you act, or rely on any of our content, seek advice from your own relevant and qualified advisors.

While we use reasonable effort to ensure that our content is accurate, current and complete, we do not represent, warrant or guarantee its accuracy, currency or completeness (to the maximum extent permitted by law).

No Guarantee of Membership

The use our website, or use of information from our web site, does not provide any proof of membership, or that are eligible to become our member.

Licence to Use Website

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our website in accordance with these Terms of Use. All other uses of our website are prohibited unless we give you our written consent.

Standard of Behaviour

We expect you to abide by a standard of behaviour when using our web site. You must not do or attempt to do anything that is unlawful, prohibited by any laws applicable to our website, anything which we would consider inappropriate, or which might bring us or our website into disrepute. This includes:

- anything that would be a breach of any other person's privacy (including if you upload personal information about an individual without their consent) or any other legal rights;
- using our website to defame, harass, threaten, menace or offend any person;
- interfering with anyone using our website;
- tampering with or modifying our website, knowingly transmitting viruses or other disabling features, or damaging or interfering with our website, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with our website;
- using our website to send unsolicited email messages; or
- facilitating or assisting a third party to do any of the above acts.

Competitor Exclusions

You are prohibited from using our website and the content of our website in any way that competes with our business.

Intellectual property

Unless we indicate otherwise, we own or licence all rights, title and interest (including intellectual property rights) in our website and all our content. Your use of our website and your use of and access to any of our content does not grant or transfer to you any rights, title or interest in relation to our website or our content.

You must not, without written consent from us:

- copy or use any of our content, in whole or in part; or
- sell it to any third party.

You must not breach any intellectual property rights connected with our website or our content, including (without limitation) altering or modifying any of our content or creating derivative works from our content.

Third Party Content

Content on our website may include embedded content (e.g. copy, text, videos, recordings, images, articles, etc.) from 3rd party platforms. Embedded content from other platforms behaves in the same way as if the visitor has visited the other platform and is subject to that platform's Privacy Policy and Terms of Use.

Varying These Terms

We may, at any time and at our discretion, vary these Terms of Use by publishing the varied Terms of Use on our website. Content is subject to change without notice.

Discontinuing Website

We have a right to discontinue this website. We may also exclude any person from using our website, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and Disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our website or the content, including that:

- they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- access will be uninterrupted, error-free or free from viruses; or
- our website will be secure.

You read, use and act on our website and the content at your own risk.

Limited Liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our website and/or the content and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that the content is incorrect, incomplete or out-of-date.

Your Indemnity to Us

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any liability suffered or incurred by us arising from or in connection with your use of our website or any breach of these Terms of Use or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms of Use and continues after these Terms of Use end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms of Use.

Jurisdiction

Use of our website and these Terms of Use are governed by the laws of Western Australia, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Policy Revision

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