

# Terms of Use

## 1 General

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### **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE.**

Thank you for accessing our website (the **BBY Website**). The BBY Website is owned and operated by Binarri-binyja yarrowoo Aboriginal Corporation (ABN 50 552 473 218 (**BBY**)).

Your use of the BBY Website is governed by these Terms of Use. By accessing and using the BBY Website you agree to be bound by these Terms of Use.

BBY may change part or all of these Terms of Use at any time. The most current Terms of Use will always be posted on the BBY Website. Your subsequent or continued use of the BBY Website will constitute your acceptance of any changes made to these Terms of Use. If you object to these Terms of Use, or to any changes made to them, you should cease use of the BBY Website.

These terms were last updated on 8 May 2018.

## 2 Website use

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### **The information contained on the BBY Website is intended for general information purposes only.**

The Website and the information, links, documents or related graphics contained on the BBY Website (together, the **Content**) are provided 'as is'. Any reliance you place on the Content is strictly at your own risk. You need to make your own enquiries to determine whether the Content is appropriate for your intended use.

While BBY makes every reasonable effort to ensure that the BBY Website is available and fully operational at all times, your access to the BBY Website may be suspended without notice in the case of system failure, maintenance or any reason beyond BBY's control.

BBY may change or discontinue, either temporarily or permanently, the BBY Website or any Content, feature or service on the BBY Website at any time without notice. BBY disclaims any liability as a result of any discontinuance or interruption of the BBY Website, or any part of the BBY Website.

BBY reserves the right to terminate your access to the BBY Website and prevent further access without warning or notice in response to breaches of these Terms of Use by yourself, breaches of any applicable laws, or suspicious activity.

When using the BBY Website you agree not to:

- use the BBY Website in a way that violates, or that may violate, any law or regulation;
- use the BBY Website in a way that may cause BBY to be in violation of any law or regulation;
- collect information about other users of the BBY Website for any purpose other than as expressly authorised by us;
- take any action that imposes an unreasonable burden on BBY Website's infrastructure; or
- distribute a computer virus or any similar program or code that may disrupt or disable the BBY Website.

### 3 Intellectual property

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The BBY Website and all intellectual property in the Content on the BBY Website, including (without limitation) any text, graphics, photographs, logos or trademarks is owned or licensed by BBY, unless indicated otherwise.

Except where necessary for viewing the Content on the BBY Website, where permitted by law, or where you have obtained BBY's express written permission, you may not reproduce, recompile, decompile, disassemble, reverse engineer, create derivative works from, perform, modify, adapt, publish, store, use, transmit electronically or otherwise, distribute, or in any other way exploit, by any means in whole or in part the BBY Website, or the Content on the BBY Website for purposes other than your own personal, non-commercial use.

You may print or download the Content to a local storage medium for your personal and non-commercial use only. You may copy some extracts of the Content, and provide those extracts to individual third parties for their personal and non-commercial use, but only if you acknowledge the BBY Website as the source of the material.

By uploading any content to the BBY Website, you grant a licence to BBY to access and use that content for both commercial and non-commercial purposes. You grant BBY a non-exclusive, worldwide, royalty free and perpetual licence to use and reproduce your content for any purpose.

### 4 Limitation of liability

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Your use of the BBY Website is undertaken at your own risk.

To the maximum extent permitted by law, BBY disclaims all representations, guarantees or warranties, express or implied, including, but not limited to: (1) the completeness, accuracy, reliability, suitability or availability with respect to the BBY Website or the Content; (2) that the BBY Website and the Content will be free of errors, or that defects will be corrected; (3) that your access to the BBY Website will be uninterrupted, secure or error free; (4) that the BBY Website is free of viruses or any other harmful components; and (5) the quality, accuracy, or fitness for purpose of any linked websites, or third party material.

To the maximum extent permitted by law, BBY and its directors, employees and agents, are not liable to you for any loss or damage of any kind (including consequential loss) howsoever caused, whether in contract, tort including negligence, statute or otherwise arising in connection with the BBY Website or the Contents.

Nothing in these Terms of Use is intended to exclude, restrict or modify rights which you may have under any law (including in Australia, the Australian Consumer Law) which may not be excluded, restricted or modified by agreement. If these Terms of Use are governed by the Australian Consumer Law, our liability to you for failure to comply with a consumer guarantee in respect of any services is limited to the re-supply of the services or payment for such re-supply.

### 5 Indemnity

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You indemnify BBY in respect of any liability incurred by BBY for any losses, liabilities or damages, expenses, including without limitation, reasonable legal and accounting fees, howsoever caused, which is suffered by BBY as a result of your breach of these Terms of Use or your use of the BBY Website.

## 6 Other websites and third parties

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The BBY Website may contain links to third party websites, advertisements or information on those websites. BBY has no control over the nature, content and availability of third party websites. The inclusion of any links to other websites, does not necessarily imply a sponsorship, endorsement or approval of those websites or the views expressed within them and BBY takes no responsibility for the content on those websites. The inclusion of any advertisements or information provided by third parties on other websites does not mean that we endorse or recommend the advertisements or information, the advertiser or their products or services. Any use of third party websites and information is at your own risk.

## 7 Entire agreement

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These Terms of Use represent the entire agreement between you and BBY concerning your use and access to the BBY Website and your use and access to the Content on it. No other term is to be included in these Terms of Use except where it is required to be included by any legislation of the Commonwealth of Australia or any State or Territory of Australia. All implied terms except those implied by statute and which cannot be expressly excluded are expressly excluded.

## 8 Invalidity and enforceability

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If any provision of these Terms of Use is invalid under the law of any jurisdiction, then the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.

## 9 Privacy

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All personal information BBY collects from you will be handled in accordance with the *Privacy Act 1988* (Cth) and the BBY Privacy Policy. For more information on how BBY handles your personal information please refer to the BBY Privacy Policy at [bby.org.au](http://bby.org.au).

## 10 Applicable law

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These Terms of Use and the BBY Website are governed by the laws of Western Australia and the Commonwealth of Australia. Both you and BBY submit to the exclusive jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

## 11 Contact us

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You can contact BBY via:

Contact: Christy Hawker  
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