

1. GENERAL

- 1.1. The information on this website is updated regularly. IFYS Limited ACN 131 388 102 (**IFYS/we/us/our**) reserves the right to change information displayed on this website (including these Website User Terms and Conditions) at any time without notice to visitors to and users of this website (**you/your**) and you agree to be bound by Website User Terms and Conditions as changed. Notice of any changes will be provided by publishing the revised Terms and Conditions on this website only and separate notification will not be provided to you individually.
- 1.2. Any access to or use of this website by you is entirely at your own risk and IFYS will not be responsible for the propagation of any computer viruses, worms, trojan horses, or other harmful code or content transmitted from or through this website.
- 1.3. All maps, photographs, illustrations or computer-based graphics displayed on this website are included for general illustrative purposes only and are not always accurately reflective or indicative of their related subject matter.
- 1.4. By using this website, you agree that you are responsible for first satisfying yourself by independent enquiry or advice as to the suitability to you, or to any other persons on whose behalf you may be acting, of any particular activity or matter depicted or presented on this website.

2. WEBSITE INFORMATION

- 2.1 Information provided on this website is general in nature. Some information will have been provided to us by third parties. Irrespective of any measures taken by us to check that the information on this website is accurate, reliable or complete, we are unable to guarantee that the website is free of errors or faults. No warranty of any kind, implied, express or statutory, is made by IFYS in relation to the accuracy, adequacy, reliability or completeness of the information and materials on this website. To ensure that you receive the most up to date information you should not rely on statements or representations made on this website and should contact IFYS as required. IFYS expressly disclaims liability for errors or omissions in such information and, to the extent permitted by law, will not be liable to you or any person in contract, tort (including, without limitation, negligence) or otherwise if any information on this site is incomplete, inaccurate, misdescriptive or otherwise misleading.

3. LINKED SITES

- 3.1 Our website may contain links to external sites. Those sites are not part of this website and, unless otherwise expressly stated, are not under the control of IFYS. The inclusion of any link to any such sites does not imply endorsement by IFYS and no responsibility is taken for material contained within them. You agree that by accessing any linked site you are doing so at your own risk, and you agree to fully indemnify IFYS against any liability arising out or otherwise connected with your accessing any linked site.

4. PRIVACY

- 4.1 We understand that visitors to and users of this website are concerned about their privacy, confidentiality and security of any information that may be provided to us. We also receive personal information in the process of providing our services. We are committed to protecting user privacy, in compliance with the Queensland Privacy Principles set out in the *Information Privacy Act 2009 (Qld)* and, as relevant, Australian Privacy Principles set out in the *Privacy Act 1988 (C'th)*, along with other laws governing the use of personal information. We recommend that you read our [Privacy Policy](#), also available on this website.

- 4.2 As noted above, we acknowledge that you may click-through to third party sites from our website. We cannot assume any responsibility for the treatment of personal information by third parties so we recommend that you refer to the individual privacy statements of the sites you visit.
- 4.3 We use IP addresses to analyse trends, administer the site, track user movement, and gather broad demographic information for aggregate use. We do not link IP addresses to personally identifiable information, and we do not distribute or share IP information with any third parties.
- 4.4 IFYS may use Google advertising programs to improve the online experience, including the display of relevant ads on external websites. Anyone can opt out of these programs at any time by clicking [here](#).
- 4.5 We may also use various technology, including cookies and web beacons to collect or track information about visitors to our website. This helps us to better manage content on our website by informing us what content is effective. By accessing this website, you permit us to collect and use your information, as obtained from activity on devices you use, in accordance with our Privacy Policy.

5. INTELLECTUAL PROPERTY

- 5.1 All copyright, trademarks and all other intellectual property rights (**IP Rights**) in this website and in the content (other than third party-provided content) displayed or available through this website (**our content**) belong to IFYS. You are permitted to access and download our content and any other contents of the website pages for temporary use only. If you have downloaded any material from our website under a Creative Commons licence, then the material must only be used in accordance with the licence.
- 5.2 Subject to applicable laws:
 - a) unauthorised use of our content may infringe our IP Rights and is strictly prohibited; and
 - b) none of our content may be permanently copied, adapted, reproduced, uploaded to a third party, published, displayed or transmitted in any manner without our prior written consent.

6. WARRANTIES

- 6.1 Your use of this website is permitted and accepted by us on the basis of your warranty that you will not:
 - a) use any form of spyware or other software, program or device to record, copy, retain or access any information on this website which is not purposefully made available to the public;
 - b) commit nor assist in any acts that will have or are likely to have the effect of lessening the security, productivity or suitability of this website;
 - c) use this website directly or indirectly for any activity which breaches any laws, infringes a third party's rights, is unlawful, or breaches these Website User Terms and Conditions;
 - d) use this website directly or indirectly to post or transmit any information, data, text, software, music, sound, photographs, graphics, video, messages or other material unlawfully, or which is obscene, indecent, uses offensive language, defames, abuses, harasses, stalks, threatens, menaces, offends or restricts any person, or which prevents any other user from using or enjoying this website or which is false, misleading or deceptive in any way.

7. LIABILITY – RELEASE, INDEMNITY AND EXCLUSIONS

- 7.1 Without derogating from the preceding provisions, your use of this website is conditional upon your acceptance and agreement that you:
 - a) release IFYS and its officers, employees, agents, licensees and other representatives from all cost, liability, loss or damage incurred or suffered by you or others through you directly or indirectly and resulting from personal injury, illness or death or damage to or loss of property unless caused by IFYS' negligence;



- b) waive any claims you may at any time have against IFYS and its officers, employees, agents, licensees and other representatives, and that you agree not to make any claim against nor seek any compensation from IFYS and its officers, employees, agents, licensees and other representatives in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you unless caused by IFYS' negligence;
- c) fully and effectively indemnify, defend, and hold IFYS harmless from any and all claims, liabilities, losses, damages, penalties, fines, costs and expenses, whether actual or alleged (collectively, **Claims**) including legal costs on a full indemnity basis and any taxes in relation to those Claims, that arise out of or in connection with:
 - (i) your use of this website (including our content and any third party content); or
 - (ii) a breach by you of these Website User Terms and Conditions.

- 7.2 In these Website User Terms and Conditions, **Non-Excludable Condition** means any condition, warranty or guarantee provided or implied by any State, Territory or Commonwealth law, including but not limited to the statutory consumer guarantees described in the *Competition and Consumer Act 2010 (C'th)* and the provisions of any State or Territory legislation which cannot be lawfully excluded.
- 7.3 To the extent permitted by law only, we exclude all conditions, warranties and guarantees provided or implied by any State, Territory or Commonwealth law other than Non-Excludable Conditions.
- 7.4 Our total liability for a breach of any Non-Excludable Condition is limited to the remedies available under Section 64A of Schedule 2 to the *Competition and Consumer Act 2010 (C'th)* (to be chosen by us at our discretion) or similar remedies under any applicable State or Territory fair trading legislation.
- 7.5 Except to the extent that the preceding paragraphs may otherwise provide, we bear no liability for any loss you suffer arising from your access to or use of this website or any of our content, including but not limited to any failure or delay by us in performing any services or providing any product or other thing for any reason whatsoever including our breach of contract, negligence, breach of other duty or wilful act or default.
- 7.6 We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss of customers, loss of use, loss of an opportunity, loss of business, loss of reputation or goodwill, loss of value or use of intellectual property or other proprietary rights even if we had knowledge that such damages or loss might arise or for any other indirect, incidental, special or consequential damages or loss howsoever arising including without limitation our breach of contract, negligence, wilful act or omission or default.
- 7.7 We are not liable if we do not fulfil any obligations towards you, whether partly or at all, as a result of:
- (a) circumstances beyond our control such as (but not limited to):
 - (i) acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
 - (ii) force majeure including (but not limited to) epidemics, pandemics, wars, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;
 - (iii) national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;
 - (iv) criminal acts of third parties, such as theft and arson.
 - (b) your acts or omissions, or those of third parties, such as (but without limitation) being in breach of these Website User Terms and Conditions.
- 7.8 These Website User Terms and Conditions and any transaction or obligation arising from them will not be interpreted, construed or applied adversely against IFYS by reason of their having been drafted by or on behalf of IFYS.

8. JURISDICTION

- 8.1 These Website User Terms and Conditions and each legal relationship on which they are based will be governed by the laws of the State of Queensland, Australia and the exclusive jurisdiction of its courts.

