



Namadgi Sports Flyers Club Incorporated

Website Terms and Conditions of Use

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

1. Definitions and Abbreviations

Services means documents, photos, videos, diagrams and discussion uploaded to the website and/or displayed on the user forum.

the website, this website, the Website, this Website, our website, our Website means the websites owned and operated by the Namadgi Sports Flyers Club Incorporated at <https://namadgisfc.org.au> and <https://committee.namadgisfc.org.au>

NSFC, we, us, the club means Namadgi Sports Flyers Club Incorporated and any subsidiaries, affiliates, employees, officers, agents or assigns.

2. Accuracy of Content

- (a) We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.
- (b) The information contained on this Website should not take the place of professional advice.

3. Use

- (a) The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.
- (b) You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.
- (c) You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing,

abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

- (d) If you contribute to our forum (if any) or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.
- (e) We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

4. Passwords and logins

- (a) You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

5. Indemnification for loss or damage

- (a) You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

6. Intellectual property and copyrights

- (a) By uploading images, videos, documents or text to the club websites you are asserting the following:
 - i. that you are the copyright owner of the image, video, document, forum posts or text or other upload; or
 - ii. you have the written permission of the copyright owner of the image, video, document, forum posts or text or other upload; and,
 - iii. you are giving NSFC a permanent and irrevocable right to use that image, video, document, text or other upload in perpetuity in advertising for club events, for display on the club's websites, for reproduction on documents promoting the club such as handbills, brochures or electronic presentations and for reproduction on official documents of the club such as annual reports.

- (b) NSFC holds the copyright to the content of its websites but you, or the copyright owner, maintain the copyright to the documents you have created and/or uploaded subject to the points listed above.
- (c) You must not use or replicate any copyright material where you do not own the copyright other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by NSFC, in which case we may require you to sign a Licence Agreement.
- (d) If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address contact@namadgisfc.org.au

7. Trademarks

- (a) Trademarks and logos contained on this Website are trademarks of Namadgi Sports Flyers Club Incorporated except where they are the registered trademark or logo of a third party organisation or business. Use of the NSFC trademarks and logos is strictly prohibited except with express, written consent, or the trademark owner.
- (b) Third party trademarks and/or logos where used on the NSFC websites are used with permission and may not be used by anyone with the permission of their owner.

8. Links to external websites

- (a) This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, it's contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.
- (b) You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

9. Limitation of Liability

- (a) We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their

accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

10. Information Collection

- (a) Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, [click here](#).

11. Confidentiality

- (a) All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

12. Governing Law

- (a) These terms and conditions are governed by and construed in accordance with the laws of Australian Capital Territory, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Australian Capital Territory.
- (b) We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

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