

## Website Terms of Use

### 1. Agreement to Terms of Use

Use of cometwa.com.au ("the Website") is expressly prohibited otherwise than in accordance with these Terms of Use ("Terms").

By using, accessing or reviewing the Website or information obtained from the Website you acknowledge and agree that you have considered and accepted the Terms. A binding legal contract exists between Youth Futures WA (Inc) ("Youth Futures") and you ("a User") as soon as you have accepted the Terms which persists unless and until we terminate the Terms.

It is important that you read the Terms carefully and contact us with any questions before you use the Website. You can contact us on [info@cometwa.com.au](mailto:info@cometwa.com.au).

Do not use this website if you cannot understand or do not agree to the Terms.

### 2. Licence for Use

- 2.1 Youth Futures grants the User a non-exclusive, non-transferable licence to use the Website in accordance with these Terms.
- 2.2 The User acknowledges and agrees:
  - (a) it will not, without prior consent from Youth Futures modify, copy, reproduce, republish, upload, post, transmit or distribute in any way Content obtained from the Website;
  - (b) it will not use Content obtained from the Website for any commercial purpose;
  - (c) use the Website or its Content for any illegal purpose;
  - (d) attempt to gain unauthorised access to any other User's computer systems or networks associated with the Website;
  - (e) modify or attempt to modify or in any way tamper with the Website;
  - (f) use the Website or its Content in a way that may infringe the intellectual property rights of any third party;

### 3. Submission of Content

- 3.1 The User warrants that at all times the Content it submits to Youth Futures:
  - (a) is true, accurate and is not false, misleading or likely to mislead or deceive;
  - (b) complies with all applicable laws;
  - (c) is submitted in a manner where the User holds all necessary rights, authorities, licences and consents to do so;
  - (d) does not infringe or breach any other User's or a third party's rights, not limited to intellectual property rights, contractual rights or proprietary rights;

- (e) does not and may not reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or
- (f) does not bring Youth Futures or the Website into dispute.

#### **4. Control of Content**

- 4.1 Subject to these Terms, Youth Futures may at its sole discretion and at any time:
  - (a) amend, edit or modify the Content;
  - (b) remove any Content; and
  - (c) position Content.

#### **5. Third Party Sites**

- 5.1 The Website may contain links to other third-party websites that are not owned or controlled by Youth Futures.
- 5.2 Youth Futures assumes no responsibility for the content, products, services, policies or practices of any third party website(s).

#### **6. Youth Futures' Intellectual Property Rights**

- 6.1 Unless otherwise specified, Youth Futures is the sole owner of all intellectual property rights in the Website and in any Content located or uploaded to the Website.
- 6.2 The User acknowledges and agrees that it will not copy, modify, publish, distribute, perform or display any materials from the Website in whole or in part in a manner inconsistent with the *Copyright Act 1968* (Cth).
- 6.3 By uploading or submitting any Content to Youth Futures through the Website or email, the User grants Youth Futures a perpetual, non-exclusive, royalty-free, irrevocable and transferable right and licence ("Licence") to use that content in any way and to permit Youth Futures to authorise other persons to do the same.
- 6.4 The User acknowledges and agrees that:
  - (a) it will not receive any compensation whatsoever for Content uploaded or submitted to Youth Futures;
  - (b) it is not entitled to make any claim in connection with the exercise by Youth Futures of the Licence it has granted to Youth Futures.

#### **7. Privacy Policy**

- 7.1 In addition to these Terms of Use, our Website is also subject to the Privacy Policy at our Policy Page, which is expressly made a part of our agreement with you. When you agree to these Terms, you also agree to the Privacy Policy. It is important that you read the Privacy Policy and only use the Website if you understand and agree to be bound by the Privacy Policy.

## **8. Maintenance**

- 8.1 Youth Futures reserves the right to perform maintenance and upgrades upon the Website at any time.
- 8.2 Youth Futures makes no warranty or guarantee of the availability, usability or publication of the Website or any Content at any particular time.
- 8.3 The User acknowledges that as part of any maintenance or upgrade, the Website may become temporarily unavailable for an indeterminate length of time.

## **9. Disclaimer of Warranties**

- 9.1 The Website is provided on an “as is”, “as available” basis and Youth Futures does not make any warranties of any kind, express or implied. No Content provided shall create a warranty, nor shall Users rely on any such information or advice.
- 9.2 To the full extent permitted by law, Youth Futures excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

## **10. Disclaimer of Liabilities**

- 10.1 To the full extent permitted by law, the User agrees and undertakes that Youth Futures and any Protected Persons shall be and are excluded and released from any liability, proceeding, claim, action, demand or suit or any loss, expense, account or cost in respect of:
  - (a) inaccurate, misleading, deceptive or false Content;
  - (b) any acts or omissions of Users, our partners, advertisers or other parties on or through the Website;
  - (c) any unauthorised access to or use of the Website;
  - (d) any interruption or cessation of transmission to or from the Website;
  - (e) any bugs, viruses or Trojan horses;
  - (f) any consequential loss or incidental damages howsoever arising.
- 10.2 Clause 11.1 shall operate with respect to any liability, proceeding, claim, action, demand or suit to or any loss, expense, account or cost sought by either the User, another User or a third Party.

## **11. Indemnity**

- 11.1 The User agrees and undertakes to indemnify and keep indemnified Protected Persons against any all liability, proceeding, claim, action, demand or suit or any loss, expense, account or cost including legal costs and expenses on a solicitor/own client basis and a cost of time spent, resources used or disbursements paid incurred by the Protected Persons which arises:
  - (a) from or in relation to a liability, proceeding, claim, action, demand or suit brought by a User or arising from the conduct, representations, submitted Content, actions or omissions of the User;

- (b) from or in relation to any wilful, unlawful or negligent act or omission by the User;
- (c) from or in connection with the Website or its Content; or
- (d) from the infringement of any Intellectual Property Rights or Moral Rights of any person or third party.

## **12. Waiver**

- 12.1 Clause 2, 1, 9, and 10 shall not under any circumstances be considered to be waived.

## **13. Termination**

- 13.1 Youth Futures reserves the right to terminate these Terms, including removing the User's submitted Content and denying or cancelling the User's access to and participation with respect to the Website and further reserves the right to undertake such terminations without providing reasons to the User.
- 13.2 Notwithstanding Clause 14.1, these Terms terminate automatically if, for any reason, Youth Futures ceases to operate the Website.
- 13.3 These Terms and accrued obligations herein shall to the maximum extent permitted by law persist after termination of the Terms.

## **14. Severability**

- 14.1 Any provision of these Terms which is illegal, void or unenforceable will be ineffective and shall be severed to the extent only of that illegality, variability or unenforceability. All remaining provisions shall be enforceable between Youth Futures and the User.

## **15. Governing Law**

- 15.1 These Terms and the User's use of the Website shall be governed and construed in accordance with the laws of the State of Western Australia and where applicable the Commonwealth of Australia and the User irrevocably submits to and accepts to generally and unconditionally, the non-exclusive jurisdiction of the courts of the capital city of the State and of the Commonwealth of Australia with respect to any legal action or proceedings which may be brought in any way relating to these Terms.

## **16. Definitions**

**"Content"** includes advertisements, data, images, artwork, copy, animations, active URLs, audio files, metadata, code and information, whether digital or otherwise.

**"Intellectual Property"** means all copyright know how trade secrets, trade marks (whether registered or not), patents (whether registered or not) patent applications, designs, confidential information and all other intellectual property and rights in the Content, the Website and Bookings.

**"Protected Person"** means any one or more of Youth Futures, an employee, director or agent of Youth Futures.

**“Terms”** means these Terms of Use.

**“User”** includes any person who accesses, uses or view the Website and also includes any person for whom a User accessed, viewed or used the Website on behalf of.

**“Website”** means [cometwa.com.au](http://cometwa.com.au).