## TERMS OF USE

Welcome to the website <u>www.m-carm.org.au</u> operated by Gallipoli Medical Research Foundation ABN 42 077 750 693.

By accessing, browsing and/or using this website, you agree to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Go Beyond relationship with you in relation to this website.



Use of this website is subject to the following terms and conditions:

- This website contains material which is owned by or licensed to us. That material includes, but is not limited to, the design, layout, look, appearance and graphics of the website. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. No image on this website is to be copied or reproduced under any circumstance.
- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- This website may include links to other websites, which are provided for your convenience to provide further information. They do not signify that we endorse the website/s. We have no responsibility for the content of the linked website/s.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- To the extent permitted by law, we will not be liable for:
  - injury, loss or damage arising out of or related to the use of (or inability to use) any information on this website, including any opinions displayed on this website;
  - direct, indirect or consequential loss or damage, including loss of programs or data, loss of business, business interruption or lost revenue or profits;
  - the cost of servicing or replacing any equipment arising from the use of this website

Where liability cannot be excluded, to the extent permitted by law, any liability arising incurred by us arising from your use of the information or this website is limited to the re-resupplying the information

All trademarks reproduced in this website, which are not the property of, or licensed to Go Beyond, are acknowledged on the website.

You must not:

a. upload anything to this website that:



- i. is or could reasonably be considered to be unlawful, obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- ii. is untrue or inaccurate;
- iii. is in any way misleading or deceptive;
- iv. contains viruses, corrupted files, or any similar software programs that may damage the operation of another user's computer; or
- v. would otherwise bring the website into disrepute;
- b. advertise or offer to sell or buy goods or services for any purpose, unless specifically authorised by us;
- c. conduct or forward surveys, contests, pyramid schemes or chain letters; or
- d. harvest or otherwise collect information about others, including email addresses, without their consent.
- M-CARM may at its sole discretion:
  - a. refuse to include any user content at any time; and
  - b. remove any user content as it sees fit.
- You indemnify and hold us and our agents, affiliates, directors, officers, employees, consultants and contractors ('Indemnified Persons') harmless from and against any and all liability, costs, claims, losses, damages and expenses (including all reasonable legal fees), which may be suffered, incurred made or brought against any of the Indemnified Persons, directly or indirectly, in connection with:
  - a. any breach of these terms of use by you;
  - b. any act of fraud or willful misconduct by or on behalf of you;
  - c. any publication of, or act or omission in relation to, content posted by you on our website;
  - d. any publication of, or act or omission in relation to, content posted by you on any website represented by a URL included or embedded in content posted on our website; and
  - e. any other claims by users of the website in relation to content posted by you.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence. By accessing and using this website, you agree to submit to the exclusive jurisdiction of the courts of Queensland.
- Unless otherwise specified, these Terms of Use constitutes the entire agreement between you and us with respect to this website and supersedes all prior or contemporaneous communications, whether electronic, oral or written, in relation to this website.