

# MCCALLUM DISABILITY SERVICES WEBSITE TERMS AND CONDITIONS

## 1. Introduction

The Terms of Use of the McCallum Disability Services website include these Terms and Conditions, the Privacy Policy and any other terms and conditions that appear in or are linked to the McCallum Disability Services website.

## 2. Website content and access

While McCallum Disability Services endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), McCallum Disability Services disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

McCallum Disability Services does not guarantee that access to the McCallum Disability Services website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the McCallum Disability Services website or any data on such a computer.

## 3. Limitation of liability

To the maximum extent permitted by law McCallum Disability Services excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the McCallum Disability Services website except to the extent that the loss or damage is directly caused by McCallum Disability Services' fraud or wilful misconduct.

Where the law (including without limitation the Competition and Consumer Act 2010 (Cth)) implies a warranty or guarantee into these Website Terms and Conditions which may not lawfully be excluded, then provided it is fair and reasonable to do so, McCallum Disability Services liability for breach of such a warranty or guarantee shall be limited at its option, to any one or more of the following:

- (a) in the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and
- (b) in the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

## 4. Intellectual property

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of McCallum Disability Services and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of McCallum Disability Services.

Save for the above, and unless expressly granted, McCallum Disability Services does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the McCallum Disability Services website or in the user interface of the McCallum Disability Services website.

## **5. Submissions**

Any material you send to us on or via the McCallum Disability Services website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

## **6. Third party websites**

The McCallum Disability Services Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, McCallum Disability Services does not control, endorse, sponsor or approve any such third party websites or their content nor does McCallum Disability Services provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

## **7. Links to McCallum Disability Services website**

If you wish to establish a link to this website, you must first seek approval from McCallum Disability Services. To seek approval, please go to the Contact Us page of the McCallum Disability Services website made out to the Business Development Manager.

The following information will be required to assess your request:

1. the URL of the website that you seek to establish a link from
2. a brief description of your website
3. the reason that you wish to establish a link.

If McCallum Disability Services agrees to your proposed link, you must comply with any terms and conditions imposed by McCallum Disability Services a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact McCallum Disability Services and provide a new description of your website.

## **8. Interference with website**

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the McCallum Disability Services website.

## **9. Jurisdiction**

These Terms and Conditions are governed by and construed in accordance with the State of Victoria, Australia. In the event that a dispute arises from these Website Terms and Conditions, each of McCallum Disability Services and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.