

## ***Terms and Condition of Use***

This website (**Website**) is operated by Catholic Resources Limited ACN 080 995 044 trading as Church Resources in conjunction with other not for profit organisations (**Church Resources**).

When using the Website and its services you agree to these terms and conditions listed on this web page (**Terms and Conditions of Use**). Church Resources may from time to time amend, update or change this Website including these Terms and Conditions of Use without prior notice.

### **1. General Disclaimer**

- 1.1. Church Resources is not liable to you or anyone else for any loss suffered in connection with the use of this Website or a linked website.
- 1.2. This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

### **2. Site Access**

- 2.1. This Website is Church Resources' intellectual property and is subject to copyright.
- 2.2. Church Resources grants you a limited, revocable and non-exclusive license for the purpose of assessing its Website for the sole purpose of you browsing, reviewing, or commenting on the content of the Website.
- 2.3. Other than for the purpose of and subject to the conditions prescribed under the *Copyright Law of Australia* and similar statutes that apply in your location, you may not, in any form or by any means:
  - (a) adapt, reproduce, broadcast, decompile, disassemble, download, copy, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this Website; or
  - (b) commercialise any information, products or services obtained from any part of this Website,without Church Resources' written permission.
- 2.4. You must not conduct, or participate in, the resale or commercial exploitation of the Website and any of its contents for any purpose.
- 2.5. If you breach these Terms and Conditions of Use then your license to use the Website will terminate forthwith and will not be re-issued without Church Resources' written consent.

### **3. Trade Marks**

- 3.1. The trade mark "*CathNews*" and other names of Church Resources' products and services referred to in this Website are trade marks of Church Resources.

- 3.2. Other product and company names mentioned in this Website may be the trade marks of other people or entities.
- 3.3. Where you use any of Church Resources' trade marks, if permitted under these Terms and Conditions of Use, to refer to its activities, products or services, you must include a statement attributing that trade mark to Church Resources.
- 3.4. You must not use any of Church Resources' trade marks:
  - (a) in or as the whole or part of your own or other trade marks;
  - (b) in connection with activities, products or services other than those supplied by
  - (c) in a manner which may be confusing, misleading or deceptive; and
  - (d) in a manner that disparages Church Resources or its information, products or services including this Website.

#### **4. Hyperlinks, Framing and Metatags**

- 4.1. Church Resources grants you a limited, revocable and non-exclusive right to create a hyperlink to the homepage of the Website.
- 4.2. The hyperlink you create must not portray the Website in a misleading, derogatory or offensive manner.
- 4.3. In creating the hyperlink, you must not use any image, logo or trademark on the Website without Church Resources' express consent.
- 4.4. Where the Website offers a hyperlink to another website (**Linked Site**), you acknowledge and agree that:
  - (a) Church Resources has made no representation or warranties whatsoever regarding the Linked Site or any of its content;
  - (b) Church Resources has made no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information accessible via this Website or any Linked Site;
  - (c) Church Resources is not responsible for any information or opinions published on any Linked Site; and
  - (d) in no event will Church Resources be liable to any party for any direct, indirect, special or other consequential damages from any use of this Website, or on any other linked Site, including without limitation, any loss of profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if Church Resources is expressly advised of the possibility of such damages.
- 4.5. By accessing the Linked Site through a hyperlink on the Website, you warrant to Church Resources that you have made your own enquiries and satisfied yourself regarding the suitability, reliability, security and other relevant matters regarding the Linked Site or its content and you release Church Resources

and hold Church Resources harmless against all damage or loss that you suffer as a result of accessing the Linked Site.

4.6. Subject to **clause 4.1**, you must not, without the written consent of Church Resources:

- (a) frame or use framing techniques to enclose any part of the Website;
- (b) use any metatags or similar tags that contain Church Resources' name or any of its trademarks; or
- (c) create a hyperlink to the Website.

## **5. Articles on the Website**

5.1. Where the Website, particularly articles within the Website, contains any information, tables, photographs or any other material obtained from a third party source, whether it is specified to have been obtained from the third party or not (**Third Party Information**):

- (a) Church Resources makes no representation or warranties whatsoever regarding the content of the Third Party Information;
- (b) Church Resources makes no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information contained in any Third Party Information; and
- (c) in no event will Church Resources be liable to any party for any direct, indirect, special or other consequential damages from any use or reliance on any Third Party Information contained on the Website.

5.2. Church Resources is not liable to you or anyone else for any loss suffered in connection with any Third Party Information posted.

5.3. If you believe any Third Party Information to be inaccurate, incomplete or out of date, defamatory, infringing intellectual property rights or generally injurious to you or any party, you should contact

## **6. Your Postings**

6.1. You may post reviews, comments and other comments on the Website or submit suggestions, ideas, comments, questions or other information to Church Resources from time to time, by email or other means (**Posts**).

6.2. The content of your Posts must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third parties and must not consist of or contain any computer viruses, political campaign messages, commercial solicitation; chain letters, mass mailings, or any form of SPAM.

6.3. When submitting a Post, you must not use an email address that you do not own or control, impersonate any other person or entity, or otherwise be misleading as to the origin of the Post.

- 6.4. Where you submit a Post, you expressly grant Church Resources a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such content throughout the world in any media.
- 6.5. You represent and warrant to Church Resources that:
- (a) you have the right to:
    - (i) use and publish the content of your Posts; and
    - (ii) allow Church Resources to use the content of your Posts pursuant to these Terms and Conditions of Use;
  - (b) the content of your Posts is accurate and not defamatory, and does not infringe the intellectual property rights of third parties; and
  - (c) the use and publish of the content of Post by you will not breach any term of these Terms and Conditions of Use.
- 6.6. You will indemnify Church Resources and keep Church Resources indemnified against all claims, damages, loss or injury as a result of you breaching any:
- (a) warranties contemplated by **clause 6.5**; or
  - (b) other of these Terms and Conditions of Use.
- 6.7. You acknowledge and agree that:
- (a) Church Resources may edit or remove the content of any Posts, but is not obliged to do so; and
  - (b) Church Resources has no responsibility or liability to you for the content of any Posts, whether posted by you or any other party.

## **7. Advertisement and other third party postings**

- 7.1. Church Resources may from time to time allow third parties to post advertisement, reviews, hyperlink or other information on the Website (**Third Party Listings**).
- 7.2. You acknowledge and agree that Church Resources is not obligated to monitor or verify information on the Third Party Listings.
- 7.3. Nothing in these Terms and Conditions of Use and nothing that Church Resources may say and do can be construed as endorsing the content of (or part of) any Third Party Listings.
- 7.4. Where the content of any Third Party Listing is inaccurate, incomplete or out of date, defamatory, infringing intellectual property rights or generally injurious to you or any party, and you suffer a damage or loss as a result, then to the extent permitted by law, you release and hold Church Resources harmless against such damage or loss.

## **8. Exclusion of Warranties**

- 8.1. To the extent permitted by applicable law, all representations, warranties and other terms are excluded other than as required by law. You must ensure that your access to this Website is not illegal or prohibited by laws which apply to you or in your location.
- 8.2. Church Resources is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or a Linked Site.
- 8.3. You must take your own precautions to ensure that anything you view or download from the Website is free of viruses or anything else (such as “worms” or “Trojan horses”) that may interfere with or damage the operations of your computer systems.

## **9. Limitation of Liability of Church Resources**

- 9.1. Church Resources will use reasonable endeavours to ensure that all information on the Website is accurate and will correct any errors or omissions as soon as practicable after being notified of them.
- 9.2. To the extent permitted by law, Church Resources disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website.
- 9.3. You acknowledge and agree that:
  - (a) any liability Church Resources may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law; and
  - (b) in no event will Church Resources be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated savings or other indirect or consequential loss of any kind in contract, tort (including negligence) or otherwise arising out of use of the Website.

## **10. Indemnity**

Without limiting the operation of any other provisions of these Terms and Conditions of Use, you agree to indemnify Church Resources and keep Church Resources indemnified, holding Church Resources harmless from all claims, demand, damages or loss (including legal costs on a full indemnity basis) incurred by Church Resources as a result of, or flows naturally from, your breach of these Terms and Conditions of Use including without limitation the breach of any warranties.

## **11. Applicable Law**

- 11.1. These Terms and Conditions of Use are governed by the laws of New South Wales, Australia and in any disputes between you and Church Resources, you agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

## **12. Severability**

- 12.1. If any part of these Terms and Conditions of Use is or becomes legally ineffective, invalid or unenforceable, the effectiveness, validity or enforceability of the remainder will not be affected.