# Dorrigo Support Centre Terms & Conditions

#### INTRODUCTION

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

## LICENSE TO USE THIS WEBSITE

Unless otherwise stated, Dorrigo Support Centre and/or its licensors own the intellectual property rights in the website and the material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for coaching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and are elsewhere in these terms and conditions.

You must not

- Republish material from this website (including republication on another website);
- Sell, rent or sub-license material from the website;
- Show any material from the website in public;
- Reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- Edit or otherwise modify any material on the website (except for content specifically and expressly made available for redistribution).

#### ACCEPTABLE USE

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Dorrigo Support Centre's express written consent.

- a) You must not use this website to transmit or send unsolicited commercial communications;
- b) You must not use this website for any purposes related to marketing without Dorrigo Support Centre's written consent.

## RESTRICTED ACCESS

Access to certain areas of the website is restricted. Dorrigo Support Centre reserves the right to restrict access to other areas of this website or indeed this entire website, at Dorrigo Support Centre's discretion.

If Dorrigo Support Centre provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Dorrigo Support Centre may disable your user ID and password in Dorrigo Support Centre's sole discretion without notice or explanation.

#### USER CONTENT

In these terms and conditions, "your user content" means material (including without limitation to text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purposes.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights and must not be capable of giving rise to legal action whether against you or Dorrigo Support Centre or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other simular complaint.

Dorrigo Support Centre reserves the right to edit or remove any material submitted to this website, or stored on Dorrigo Support Centre's servers or published upon this website.

Not withstanding Dorrigo Support Centre's rights under these terms and conditions in relation to user content Dorrigo Support
 Centre does not undertake to monitor the submission of such content to, or the publication of such content on this website.

# NO WARRANTIES

This website is provided "as-is" without any representations or warranties, express or implied. Dorrigo Support Centre makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Dorrigo Support Centre does not warrant that;

This website will be constantly available, or available at all

<u>OR</u>

The information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to financial, legal or medical matter you should consult an appropriate professional.

#### LIMITATIONS OF LIABILITY

Dorrigo Support Centre will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website;

- To the extent that the website is provided free-of-charge, for any direct loss
- For any indirect, special or consequential loss

<u>OR</u>

• For any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Dorrigo Support Centre has been expressly advised of the potential loss.

## **EXCEPTIONS**

Nothing on this website disclaimer will exclude or limit any warranty by law that it would be unlawful to exclude or limit, and nothing in this website disclaimer will exclude or limit Dorrigo Support Centre's liability in respect of any;

- Death or personal injury caused by Dorrigo Support Centre's negligence
- Fraud or fraudulent misrepresentation on the part of Dorrigo Support Centre

OR

 Matter which it would be illegal or unlawful for Dorrigo Support Centre to exclude or limit, or to attempt or purport to exclude or limit, its liability.

## **REASONABLENESS**

By using this website you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

## OTHER PARTS

You accept that, as a limited liability entity, Dorrigo Support Centre has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Dorrigo Support Centre's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Dorrigo Support Centre.

Without prejudice to the foregoing paragraph, you agree that the limitation, warranties and liability set out in this website disclaimer will

protect Dorrigo Support Centre's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Dorrigo Support Centre.

## UNENFORCEABLE PROVISIONS

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

#### **INDEMNITY**

You hereby indemnify Dorrigo Support Centre and undertake to keep Dorrigo Support Centre indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Dorrigo Support Centre to a third party in settlement of a claim or dispute on the advice of Dorrigo Support Centre's legal advisers) incurred or suffered by Dorrigo Support Centre arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

## BREAHCES OF THESE TERMS AND CONDITIONS

Without prejudice to Dorrigo Support Centre's other rights under these terms and conditions, if you breach these terms and conditions in any way, Dorrigo Support Centre may take such actions as Dorrigo Support Centre seems appropriate to deal with breach, including suspending your access to the website, blocking computers from your IP address from accessing the website, contacting you internet service provided to request that they block your access to the website and/or bringing court proceeds against you.

#### **VARIATION**

Dorrigo Support Centre may revise terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on the website. Please check this page regularly to ensure you are familiar with the current version.

# **ASSIGNMENT**

Dorrigo Support Centre may transfer, sub-contract or otherwise4 deal with Dorrigo Support Centre's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

#### SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will deemed to be deleted, and the rest of the provision will continue in effect.

# ENTIRE AGREEMENT

These terms and conditions together with Dorrigo Support Centre's Privacy Statement, constitute the entire agreement between you and Dorrigo Support Centre, in relation to your use of this website and supersede all previous agreements in respect of your use of this website.

# DORRIGO SUPPORT CENTRES DETAILS

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