

## **Australian Online Dating Code website terms of use**

### **These terms of use**

These terms of use govern how you access and use the Australian Voluntary Online Dating Code of Conduct (**Code**) website found at <https://www.australianonlinedatingcode.com.au/> (**Website**) which is operated by the Code Oversight Body (**we, us and our**).

By accessing and using our Website, you confirm that you accept these terms and you agree to comply with them. If you are using our Website as a representative of an entity, you are agreeing to these terms on behalf of that entity. If you do not agree to these terms, you must not access or use our Website.

### **Access and use**

You are responsible for all of your activity in connection with accessing and using the Website. You must not use this Website for any activities that breach any laws, infringe any party's rights, or breach any content requirements or codes promulgated by any relevant authority. You must not distribute through this Website any inappropriate communication or any virus or other disabling code in any form.

You must not bypass any security mechanisms imposed by this Website, or tamper with, hinder the operation of or make unauthorised access or modifications to this Website.

### **User content**

As part of the Website and its functions, you may upload content to the Code Compliance Committee and Secretariat. Any of your interactions, including uploading content to the Website, must comply with all applicable laws. When interacting with the Website, you warrant that you will not:

- upload material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- upload material which contains or promotes sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any intellectual property rights or other rights of any other person;
- submit any material through this Website which should instead be reported or submitted to law enforcement authorities; or
- promote any illegal activity, or advocate, promote or assist any unlawful act.

### **Availability**

We are constantly changing and improving our Website. We may from time to time change or discontinue any features or functionalities on the Website.

Our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

You are responsible for configuring your information technology, devices and system in order to access our Website.

## Disclaimers

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

We do not warrant that access to our Website will be uninterrupted or that the Website will be bug or error-free. We reserve the right to change or discontinue any feature on the Website and the availability of this Website.

You acknowledge and agree that:

- The Website is a free service and the Code has been made by certain dating services that have agreed to comply with the Code, in order to establish appropriate safeguards to ensure the safety of individual end-users using dating services. Accordingly, these terms of use do not seek to exclude or limit the liability of the dating services that have agreed to comply with the Code.
- However, you agree that the liability of any individuals affiliated with the Code Oversight Body, and any other bodies or entities that administer the Code (including the Code Compliance Committee and Code Secretariat), is excluded or limited as follows, to the extent permitted by law:
  - Such persons, bodies or entities will not be liable for any consequential loss or indirect loss, loss of data, loss of profit, loss of reputation, or loss of business arising in connection with any part of the Website or the Code.
  - In connection with any liability which cannot lawfully be excluded or has not been excluded under these terms of use, the liability of such persons, bodies or entities to you for any loss or damage suffered or incurred under or in connection with the Code or your use of the Website is limited to AUD \$100.00

## Security

We take reasonable steps to protect the information that you transmit using our Website. However, we cannot guarantee the security of any information that you transmit to us using the Website. Any information that you transmit using the Website is transmitted at your own risk.

When using our Website, you must take precautions to ensure that you are not exposed to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any such interference or damage to your systems which arises in connection with your access and use of the Website.

## Third party content

The Website includes links to content from third parties (**Third Party Content**). Third Party Content is provided on an 'as is' basis to the extent permitted by law and is provided for information purposes only. Unless expressly stated on the Website, we do not endorse any Third Party Content.

While we take reasonable care when including links to Third Party Content on our Website, we do not have any control over the accuracy, completeness or currency of Third Party Content. To the extent

permitted by law, you access the Third Party Content entirely at your own risk and we bear no liability for any consequential loss or indirect loss, loss of data, loss of profit, loss of reputation or loss of business arising in relation to the use or reliance on the Third Party Content.

We also do not warrant that Third Party Content does not infringe the intellectual property rights or any other rights of any person. We also do not authorize the reproduction of such material.

### **Linking to our Website**

Any Australian Commonwealth, State or Territory government website may link to our Website.

If you wish to include a link to the Website on your website, and your website is not an Australian Commonwealth, State or Territory government website, you must obtain our permission before you do so.

If we agree that you can include a link to our Website on your website, you must ensure that you do not:

- state, whether directly or by inference, that we endorse your website, products or services;
- use the Website or any content for commercial purposes or practices; or
- change or misrepresent the Website's content.

We may request that you remove a link to our Website from your website if you do not agree to, or fail to comply with, these terms.

### **Intellectual property**

Unless otherwise indicated, we own or are licensed to use all intellectual property (including any copyright, trade mark and designs) subsisting in the materials on our Website. We authorise you on a non-exclusive basis to reproduce and download the materials solely for your personal use. Otherwise, to the extent allowed by law, no part of the Website may be reproduced, reused, retransmitted, adapted, published or distributed without our prior written permission.

All names, logos and trade marks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to use or distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

We value and welcome feedback on our Website, which can be provided to us through the [General Enquiry Form](#). You agree that we are free to use, disclose, adapt and/or modify any feedback and any information (including any ideas, concepts, proposals, suggestions or comments) provided by you to use in connection with our Website or the Code, without any payment to you.

### **Privacy**

You should also read our [Privacy Policy](#) which sets out how we collect and use your personal information.

### **Other terms and conditions**

Additional terms and conditions may also apply to specific portions or features of the Website including the [General Enquiry Form](#) and the [Code Complaint Form](#).

### **Changes of terms**

We may amend these terms from time to time by publishing the updated terms on our Website. Every time you wish to access or use our Website, please check these terms to ensure you understand the terms that apply at that time. You agree to be bound by the updated terms if you continue to access or use our Website after the terms have been updated.

If any provision of these terms are found to be void, unlawful or unenforceable for any reason, then the relevant provision will be severable from these terms and will not affect the validity and enforceability of any other provisions in these terms.

These terms are governed by the laws of New South Wales, Australia, and you agree to submit to the exclusive jurisdiction of the courts of New South Wales.

### **Contact us**

Should you have any enquiries regarding our Website, please contact us through the [General Enquiry Form](#).

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