

Basic Website Legals

These website legal terms provide only the most basic protection for your online business and are provided as a 'stop gap' until you are in a position to get legal terms done specifically to suit your business and the way you use your online presence.

There are no specific disclaimers, payment or shipping terms included in these website legals.

The operator of the website is the person or other legal entity (like a company) that is running the business promoted by the website. This might be a different person or entity than the registrant for the domain name. If you are running the business through a legal entity that has a different name, you might want to register a business name and use the business name to describe the operator of the website. Examples –

Fred Blogs is a sole trader with an Australian Business Number (ABN). His website is called 'Ladders For Everyone'. Rather than saying that Fred Blogs is the operator of the website, he might prefer to register 'Ladders for Everyone' as a business name associated with his ABN, and then say that the website is operated by 'Ladders for Everyone ABN 123 456 789'.

Internet Brands Pty Ltd might run a number of different businesses online. One of those websites is called 'Long White Socks'. As a company, they can say that the website is operated by Internet Brands Pty Ltd ABN 987 654 321, or register a business name 'Long White Socks' associated with that ABN and say that the website is operated by 'Long White Socks ABN 987 654 321'.

The email address you provide should be one that gets read and answered.

Privacy Policy

[Last updated March 2016]

This privacy policy sets out how **[operator of website]** handle your personal information. We do our best to comply with Australian privacy legislation.

We collect, hold, use and disclose personal information for the purpose of letting you know about our products and services. You may receive updates from us from time to time. We do not sell or give away access to the personal information you provide to us.

Staying Anonymous

You can browse this website anonymously. If you identify yourself to us, at that point we will collect your personal information.

Collecting personal information

At all times we try to only collect the information we need to keep you updated about our progress.

The main way we collect personal information about you is when you give it to us, for example:

- when you contact us
- when you submit information to our website

- when you ask for access to information we hold about you

You agree that we may retain any of your personal information indefinitely, although we are not obliged to do so.

Testimonials

If you provide us with a testimonial, you give us your consent for the use of your name and the date to be displayed on our website or in our other marketing material, together with the content of the testimonial that you provide.

Indirect collection

We only collect information directly from you.

Social Networking Services and links to other websites

We may provide links to other websites or use social networking services such as Twitter and Facebook to communicate with the public about our work. These sites have their own privacy policies. When you communicate with us using these services we may collect your personal information. We will only use it to help us to communicate with you and the public. The social networking service will also handle your personal information for its own purposes.

Collecting sensitive information

We do not actively collect sensitive information about you, including information about your health, racial or ethnic origin, political opinions, religious beliefs, sexual orientation or criminal history. We will take steps to appropriately protect any sensitive information we do receive.

How we use Cookies and other identifiers

We use a range of tools provided by third parties including search engine browsers and our web hosting company, to collect or view website traffic information. These sites have their own privacy policies. We also use cookies and session tools to improve your experience when accessing our websites.

Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. Some website features may not function properly without cookies.

The information collected by these tools may include the IP address of the device you are using and information about sites that IP address has come from, the pages accessed on our site and the next site visited. We use the information to help to track your use of our websites to improve your user experience and the quality of our services. To find out how to opt out of tailored advertising please check the options available here - <http://www.networkadvertising.org/choices/>.

Security and overseas recipients

We rely on third party providers such as Google and [other] to store the information you have provided to us securely. We do use appropriate password protection for our systems.

Disclosure

The information that we collect about you is used only for keeping you up to date. We do not publish your personal information. We may give access to identification data we obtain and transaction records to appropriate and competent advisors or authorities for the purpose of obtaining advice.

Accessing and correcting your personal information

You may request copies of the information we hold about you, which will only be provided electronically. You have the ability to make a request to amend or correct that information. If we do not agree with your requested change, we will keep a copy of your request with our information.

Problems?

If you have any concerns about our use of your personal information, please write to [\[email address\]](#) and let us know what the problem is. We will respond to your concerns within 30 days.

If you are not happy with how we manage your concerns, you can contact the Australian Privacy Commission, available at <http://www.oaic.gov.au>.

Terms of use

[last updated March 2016]

By using this website you are agreeing to be automatically bound by these terms and conditions, including our [privacy policy](#). We encourage you to carefully read and understand these terms before using the website or any of our services. If you don't agree, your remedy is to stop using our website.

We may update our terms from time to time and the new provisions will apply from the date they are updated.

[\[url\]](#) is made available by [\[operator of website\]](#).

Feedback, comments or complaints

If you have any questions, please contact [\[email address\]](#) and we will usually respond to all enquiries within two business days.

No unlawful or prohibited use

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party's use and enjoyment of this website. You agree not to hack into areas of this website that are not intentionally made available to you.

You expressly agree not to:

- use the website as a lead generation tool for the benefit of your own business, or to manufacture "lists" in order to help your own business, without our prior approval
- engage in any internal or external spamming, or other similar actions
- engage in any unlawful or immoral acts, or acts which are in violation of these terms and conditions
- decompile, reverse engineer, or try to copy or imitate the this website or underlying content

Links disclaimer

This website may contain links to other websites (Linked Sites). The Linked Sites are not under our control and we are not responsible for the contents of a Linked Site. We are not responsible for any form of transmission received from any Linked Site. Links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the website, or any association with its operators.

Promoted Services - disclaimer

If we promote third party products or services via our website it is because they have provided sponsorship, donations or supported us in some way. You must exercise your own judgment based upon your own personal circumstances before purchasing third party products or services.

Copyright, Trademarks and other Intellectual Property

[operator of website] owns the intellectual property rights in the contents of this website, or has permission to use or display the material on this website. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us. Please contact [email address] if you require permission to reproduce any of the contents of this website.

Images and item descriptions posted on this website by third parties are the responsibility of those third parties and may be subject to copyright. You must seek permission from the third party before using any of their content.

The names of actual companies and products mentioned on this website may be the trademarks of their respective owners. Any example companies, organizations, products, people and events depicted on this website are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Permission: You may access, download, or print material from the website for your personal use only. Sharing without prior permission is expressly prohibited. You are not permitted to use our copyright material for commercial profit of any sort. This means you cannot resell our services or copyright material without our express written permission. You agree not to change or delete any copyright or proprietary notice from materials downloaded from this website or any site accessible through this website.

Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to the our website content or our intellectual property.

Your content

You warrant that you hold the necessary rights and interests to use any material you add to our website or social media pages (your content) and that all of your content does not infringe any third party intellectual property rights, including copyright and trade mark rights.

By submitting your content to our website you irrevocably grant to us a perpetual, world-wide, non-exclusive, royalty-free, sub-licensable and transferable license and right to use your content for the purpose of providing services to you, now or in the future. We will not use your content for any other purpose. You indemnify us against any claims made for breach of intellectual property rights in respect of your content.

At our sole discretion we may remove or disable your content if we believe your content to be in violation of our terms and conditions. We are not obligated to return any of your content to you under any circumstances.

Copyright infringement

If believe that there is material on our website that infringes third party intellectual property rights, please contact [email address] with sufficient information to enable us to determine who is the owner of the

intellectual property and to form the reasonable belief that there has been an infringement, then we will remove it from our website.

Be aware that you may be subject to liability if you knowingly make any misrepresentations when providing information to us.

Security

We make efforts to maintain the security of our website. However, we do not guarantee the security of the website, our records, or your content. We disclaim all liability for any computer virus or technological problems that we do not intentionally cause or that is beyond our control. You are encouraged to install and maintain up-to-date security software on your computer.

Continuous accessibility to the website is dependent upon third party services. As a result, the website may be inaccessible from time to time.

Limitation of liability

We will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of Australian Consumer Law.

Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

This limitation of liability applies to the fullest extent permitted by law, and shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

Indemnity

You agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- any content you post via this website
- your unauthorised use of this website, or products or services included or advertised on this website
- your breach of these terms and conditions.

Applicable law

This agreement is governed by the laws of [state or territory], Australia and you consent to the exclusive jurisdiction and venue of courts in that State or the Federal Courts within Australia, in all disputes arising out of or relating to the use of this website.

You may provide notice to us through the contact us page or otherwise by email addressed to 'the Directors' and sent to [email address]. We may provide notice to you via email or other electronic means.

Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorized, it is your responsibility to stop using this website.

Relationship



You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of this website.

Our performance of this agreement is subject to existing laws and legal process. Nothing contained in this agreement can be used to inhibit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website, or with regard to information provided to or gathered by us with respect to your use.

Validity

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

These terms and conditions together with our privacy policy form the entire agreement between you and us in respect of your use of this website.

End.