

# Terms of Use

As a user of the Alo Women website ([www.alowomen.org.au](http://www.alowomen.org.au)), you are bound by the following terms and conditions. Accordingly, you should review them in relation to all or part(s) of the website.

## Licence

By allowing you to access the website, Alo Women grants you a licence. By accessing the website, you accept the terms and conditions of this licence.

Pursuant to this licence and subject to the absolute right of Alo Women to vary access to all or any part(s) of the website, you acquire a non-exclusive right to:

- View the material in the website.
- Access material contained in the website
- Use the website strictly in accordance with the provisions of this licence.

If you wish to download and use any material contained in the website for a temporary purpose (such as viewing offline), you may do so.

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## Your Obligations

You hereby undertake the following obligations:

- To not copy or translate for commercial use, reproduce, adapt, vary or modify any material from the website without the express consent of Alo Women, except as expressly authorised by this licence.
- To ensure your employees, subcontractors and other agents (if any) who have authorised access to the website are made aware of the terms and conditions of this licence.
- To not use the material on the website for, or in connection with, a service bureau operation.

## Warranties

Alo Women does not warrant the material on the website is accurate, complete or up to date. The existence of inaccurate, incomplete or superseded material on the website will not cause Alo Women to be in breach of the terms of this licence.

Alo Women reserves the right to change, add or remove any material in or from the website without notice

Alo Women does not warrant the functions contained in the website or third-party websites will be uninterrupted or without error, that defects will be corrected, or that electronic material in the website and other third-party websites are free of viruses or other harmful components.

To the extent permitted by law, all implied terms are excluded and Alo Women will not be liable for any direct, special, indirect or consequential damages, losses, expenses or costs arising out of a breach of this licence, the supply of a defective program, or any error, omission or misrepresentation in any material on this website. If any statute implies terms into this licence, which cannot be lawfully excluded, such terms will apply to this licence, save that the liability of Alo Women for breach of any such implied term will be limited, at the option of Alo Women, to any one or more of the following:

- The replacement of goods or services to which the breach relates or the supply of equivalent goods or services.
- The repair of such goods or services.
- The payment of the cost of replacing the goods or services or of acquiring equivalent goods or services.
- The payment of the cost of having the goods repaired or the services performed again.

When deciding to visit the website, you acknowledge you have exercised your independent judgment and have not relied on any representation made by Alo Women which has not been stated expressly in this licence or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Alo Women (which material may be out of date or superseded).

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You must not, during or at any time after the expiry or termination of this licence, permit any act which infringes any of those rights and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the material in the website, except as otherwise expressly authorised by this licence.

## **Trade Marks**

‘Alo Women’ and all associated Trade Marks, whether registered or unregistered, are Trade Marks of Alo - Enlightened Women Inc and their related bodies corporate.

Access to or use of the website does not constitute or create a licence except as expressly provided in these Terms and Conditions or any other right to use Alo Women’s name, Trade Marks, copyright or any other intellectual property.

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Subscribers to services of the website may store in digital format in computer terminals, databases or other repositories material which is supplied in the normal course of a subscription.

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Subscribers must take due care to protect the copyright of materials from unauthorised use, copying, reproduction, lending, reselling, manipulation, disassembly, distribution or publication. In the event a subscriber breaches this duty, or if it is found that a subscriber's conduct violates applicable law, Alo Women may immediately suspend or terminate a subscriber's subscription without notice.

## **Indemnity**

You must indemnify and keep Alo Women indemnified fully against all liabilities, damages, claims, losses, costs and expenses, which Alo Women may incur to a third party or you as a result of your breach of the provisions of this licence.

This website may contain hyperlinks to other websites operated by third parties. You accept that Alo Women has no control over, and is not responsible for, any material contained on any third-party websites. You may be required to comply with all requirements of any third party over the conditions of use of that third party's website.

## **Disclaimer**

You accept Alo Women takes no responsibility for any error or omission relating to the material contained in the website.

You accept Alo Women makes no undertakings to provide access to the website at any particular time, or for any particular length of time. You agree Alo Women will not be held liable for any lapse in the website's accessibility, or any consequences whatsoever that flow from the unavailability of the website.

## **Terms of Licence**

This licence commences upon you accessing the website and is granted in perpetuity. However, the licence may be terminated without notice by Alo Women if you are in breach of any terms of this licence.

Upon termination, you or your representative must destroy any copies, electronic and printed, of material obtained from the website that you have in your possession or under your control or otherwise return or dispose of such material in the manner directed by Alo Women.

Termination pursuant to this clause shall not affect any rights or remedies, which Alo Women may otherwise have under this licence or at law.

## **Amendments to this Licence**

These are the current terms and conditions of the licence.

Alo Women may at any time vary and amend the terms and conditions of this licence by publishing the varied Terms and Conditions of Use on the website. You accept that by doing this, Alo Women has provided you with sufficient notice of the variation and amendment.

It is your responsibility to familiarise yourself with the current terms and conditions each time you visit the website.

## **Waiver**

Failure or neglect by Alo Women to enforce at any time any of the provisions of this licence shall not be construed or deemed to be a waiver of the rights of Alo Women under this licence.

## **Jurisdiction**

This licence shall be governed by and construed according to the laws of the Australian Capital Territory, Australia.

## **Violation of These Terms of Use**

Alo Women may disclose any information we have about you (including your identity) if we determine such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Alo Women's rights or property, or the rights or property of visitors to or users of the Site, including Alo Women's customers. Alo Women reserves the right at all times to disclose any information that Alo Women deems necessary to comply with any applicable law, regulation, legal process or government request. Alo Women also may disclose your information when Alo Women determines applicable law requires or permits such disclosure, including exchanging information with other companies and organisations for fraud protection purposes.

You acknowledge and agree Alo Women may preserve any transmittal or communication by you with Alo Women through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Alo Women determines that such preservation or disclosure is reasonably necessary to:

- comply with legal process
- enforce these Terms of Use,

- respond to claims that any such data violates the rights of others, or
- protect the rights, property or personal safety of Alo Women, its employees, users or visitors to the Site, and the public.

You agree Alo Women may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Alo Women, for which monetary damages would be inadequate, and you consent to Alo Women obtaining any injunctive or equitable relief Alo Women deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Alo Women may have at law or in equity.

You agree Alo Women may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to):

- requests by law enforcement or other government agencies,
- a request by you (self-initiated account deletions),
- discontinuance or material modification of the Site or any service offered on or through the Site, or
- unexpected technical issues or problems.

If Alo Women does take any legal action against you as a result of your violation of these Terms of Use, Alo Women will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Alo Women. You agree Alo Women will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

## **Definitions**

'Alo Women' means Alo - Enlightened Women Inc and all of its related bodies corporate. A related body corporate means a related body corporate as defined in the Corporations Law of Australia.

'Intellectual Property' means all intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of 1967, in any inventions, designs, Trade Marks, trade names, circuit layouts, plant varieties, business and domain names, logos and get-up, confidential information, matter, materials or works accessible on or via the Alo Women websites.