

## **TERMS & CONDITIONS OF USE**

This website is owned by WisdomMakers Pty Ltd (“WisdomMakers”, “We”, “Us” or “Our”).

Your access to this website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in these terms of use (collectively “Terms of Use”) and otherwise contained on [www.wisdom-makers.com](http://www.wisdom-makers.com) (“Site”).

Your use of, and/or access to, this Site constitutes your agreement to the Terms of Use. We reserve the right, at Our sole discretion, to amend the Terms of Use by posting the revised Terms of Use at any time and without notice to you. Such amendments will be effective upon posting. It is therefore your responsibility to read these Terms of Use carefully and check these Terms of Use periodically for amendments. Your continued use of the Site following the posting of changes will be construed as evidence that you accept and agree to all such amendments.

A copy of the current Terms of Use is displayed on the Site at all times.

## **PRIVACY POLICY**

Our privacy policy (“Privacy Policy”) applies to all use of this Site, and its terms are hereby made a part of these Terms of Use.

If you post personal information on this Site, such information will be available to other users of this Site. We will not share any of your user information with external parties unless expressly authorised by you to do so.

Where you provide any personal or sensitive information directly to a third party, whether through direct contact with other members on the Site, through posting information publicly on the Site or otherwise, you acknowledge and agree that We have no responsibility in respect of that disclosure. We retain the right at all times to monitor, retain and disclose any information as necessary for us to satisfy our obligations under any applicable laws, or to maintain the Site in line with these Terms of Use.

Additionally, by using the Site you acknowledge that Internet transmissions are not always private or secure. You understand that while We implement and maintain security and safety measures against loss of data and information, any information you send to the Site may be read or intercepted by others, even if particular transmissions are encrypted.

For more information, please see our full [Privacy Policy](#).

## **LIMITATION OF LIABILITY**

You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from your use of the Site or the content, postings or material on or accessible through the Site (including any other content or transactions conducted through the Site or any linked site).

Except as expressly stated in these terms, or in any applicable warranty provided with certain goods, and to the extent permitted by law, We will not be liable for any loss, expense, damage, or injury that is suffered (however so caused) arising from or in connection with:

- a. any individual user’s access to, or use of, or inability to use the Site or the content or materials of the Site (including linked websites);
- b. contact between any user of the Site and any other users or organisation which partners with Us;
- c. the safety or suitability of any user of the Site in providing services to any organisation which partners with Us; or
- d. the suitability of any advice offered or undertaken by any user of the Site, whether based in contract, tort, negligence, statute or any otherwise, except for any liability that cannot be excluded by law.

You agree and acknowledge that your use of the Site and any contractual negotiations or a binding agreements entered into with other parties as a result of using the Site or any goods or services procured through the Site, in no way act to bind Us, or otherwise make Us a party to your dealings or obligations.

## **INTELLECTUAL PROPERTY RIGHTS**

Unless this Site expressly indicates to the contrary, all information, text, material, graphics, software and advertisements appearing on this Site from time to time ("Content") are either Our property or the property of advertisers who posted the Content. As such, the Content is protected by Australian and international copyright and trademark laws, and in relation to Our property, We reserve all rights accordingly.

You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, frame or embed in another website or distribute in any way any Content contained on or in the Site and owned or licensed by Us, except as expressly approved by Us in writing or as permitted under the *Copyright Act 1968* (Cth) or any other relevant Legislation.

Except for the limited use set out in these Terms of Use or with the prior written consent of Us, You may not use the Site, or the material contained on it, for any purpose, including, but not limited to: (i) the reproduction of the material in any material form; (ii) the distribution of the material in any material form; (iii) re-transmission of the material by any medium to any other website; (iv) 'framing' the material on the Site with other material on any other website. You must not modify or copy: (i) the layout of the Site; and (ii) any computer software and code contained in the Site. 3. We reserve all intellectual property rights, including but not limited to, copyright in material and/or services provided by it, vested in it or otherwise. To the full extent permitted by law, the material provided on the Site is provided for personal use only and may not be: (i) re-sold and/or re-distributed in any material form; (ii) stored in any storage media; and/or (iii) re-transmitted in any media.

On the express condition that users keep all Content intact and in the same form as originally presented on this Site (including without limitation all copyright, trademark and other proprietary notices and all advertisements), We grant you permission to do the following with the material on the Site:

- (a) store a reproduction of the material on your local computer for the sole purpose of viewing the material; and
- (b) print hard copies of material for your personal information, but not commercial use.

Users must not use this Site in any manner or for any purpose which is unlawful or in any manner which violates any of Our rights or which is otherwise prohibited by the Terms of Use.

## **COMMUNICATION FACILITIES AND INFORMATION USE**

This Site may from time to time contain advertisements, electronic bulletin boards, chat rooms and other facilities which may be used by users to communicate with others ("Communication Facilities"). These Communication Facilities may allow for the provision of feedback by users and members to Us, such as real-time interaction between users and other electronic messaging and notice services.

If any user of the Site, whether individuals or organisations contribute postings or any Content to the Site, you agree that any intellectual property rights in any material submitted to the Site becomes and remains the sole property of Us. You consent to all relevant acts or omissions in relation to that person's moral rights in his or her material which may or might otherwise constitute a breach or infringement of those moral rights and, to the extent permitted by law, waives all of his or her moral rights in the material.

You consent to Us not attributing your authorship to any of your postings to this Site. We may also publicly display any information that you submit. We may, but are not obliged to, moderate any material You submit to the Site or social media pages including, without

limitation, changes to spelling and grammar, and changes to any material which may be offensive, defamatory or irrelevant. We reserve the right to remove any material for any or no reason. We may also restrict, suspend or terminate Your use of the Site or social media channel where we believe that you have misused it or breached these Terms of Use.

However, in utilising these Communication Facilities, You must not:

- (a) restrict or inhibit any other user or member from using or accessing any part of this Site;
- (b) use the Site to post or transmit any information or material that is unlawful, threatening, abusive, defamatory, pornographic, profane or otherwise offensive information or material of any kind, including, without limitation any information or material that might reasonably encourage conduct that would breach any civil or criminal law of the Australian Capital Territory or other applicable place, breach the rights of any applicable third parties, or is contrary to any relevant standards or codes;
- (c) tamper with, hinder the operation of, or make unauthorised modifications to the Site, including the removal of any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- (d) knowingly transmit any viruses, worms, defects, trojan horses or other component designed to harm or hinder the hardware, software or other facilities of Us or any of Our users or members;
- (e) use any means to retrieve or index any portion of the Site, or collect any information about other users or Our user accounts;
- (f) modify, adapt, translate, or reverse engineer any portion of the Site, including reformat or framing any portion of the web pages that are part of the Site;
- (g) create user accounts by automated means or under false or fraudulent pretences;
- (h) use the Site to transfer or store illegal material including that which may be deemed threatening or obscene;
- (i) create material for the sole purpose of collecting personal information of individual applicants; or
- (j) post or transmit any information or material that advertises or promotes another business or website without the prior written consent of Us.

We reserve the right to monitor, review or remove the Contents of the Communication Facilities. However, We shall not be responsible to ensure that users of any form do not post information, material or file that is offensive, contravenes any applicable law or right or is misleading or deceptive.

#### **NO ENDORSEMENT**

This Site may, from time to time, contain hyperlinks, advertisements, banners and /or other pointers to advertisements and Internet websites operated by third parties ("Linked Websites"). The Content and any resulting dealing from such advertisements and Linked Websites are the responsibility of the Content owners as listed on the Site and are not under Our control nor endorsed by Us. As such, We do not make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any product or material of these advertisements or Linked Websites. We do not accept any responsibility for the Contents of advertisements found on our Site nor does We specifically endorse the content of the Linked Websites. Users and members rely on the representations made in any advertisements on the Site and link to any such Linked Website and use or rely on such website entirely at their own risk.

#### **NO SPAM**

Any publication of e-mail addresses on the Site is for the purpose of professional communication only. Our e-mail addresses must not be used to send unsolicited commercial electronic messages.

#### **SEVERABILITY**

If any part of these Terms of Use is deemed invalid, that part will be severed from this agreement and the remainder of these Terms of Use will continue to be valid and enforceable.

#### **GOVERNING LAW**

This agreement is governed by the laws of the Australian Capital Territory, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the laws and courts of the Australian Capital Territory, Australia.

#### **TERMINATION**

The Terms of Use are effective until terminated or amended by Us. We may terminate this agreement and user and member access to this Site at any time without notice (excepting where we are bound by the terms of any separate service agreements). In the event of termination, all restrictions imposed on users and members, licenses granted by users and members and all of Our disclaimers and limitations of liability set out in the Terms of Use will survive. In the case of members, Our liability will be limited to a refund of any unused portion of any fee paid.

#### **MISCELLANEOUS**

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