

WEBSITE TERMS OF USE

Updated Friday 25th March 2016

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.

Cookies

This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our 3WBC's use of cookies in accordance with the terms of 3WBC's privacy policy.

License to use website

Unless otherwise stated, 3WBC and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

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

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; or
- redistribute material from this website except for content specifically and expressly made available for redistribution

without prior authorisation.

Where content is specifically made available for redistribution, it may only be redistributed [within your organisation

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, rootkit 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 3WBC's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without 3WBC's express written consent.

Restricted access

Access to certain areas of this website is restricted. 3WBC reserves the right to restrict access to other areas of this website, or indeed this entire website, at 3WBC's discretion.

If 3WBC 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.

3WBC may disable your user ID and password in 3WBC's sole discretion without notice or explanation.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. 3WBC 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, 3WBC does not warrant that:

- this website will be constantly available, or available at all; or
- 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.

Limitations of liability

3WBC will not be liable to you (whether under the law of contract, 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; or
- 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 3WBC has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit 3WBC's liability in respect of any:

- death or personal injury caused by 3WBC's negligence;
- fraud or fraudulent misrepresentation on the part of 3WBC; or
- matter which it would be illegal or unlawful for 3WBC 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 parties

You accept that, as a limited liability entity, 3WBC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against 3WBC's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect 3WBC's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as 3WBC.

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 3WBC and undertake to keep 3WBC indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by 3WBC to a third party in settlement of a claim or dispute on the advice of 3WBC's legal advisers) incurred or suffered by 3WBC 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.

Breaches of these terms and conditions

Without prejudice to 3WBC's other rights under these terms and conditions, if you breach these terms and conditions in any way, 3WBC may take such action as 3WBC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

3WBC may revise these 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 this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

3WBC may transfer, sub-contract or otherwise deal with 3WBC'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 be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with our Privacy Policy, Social Media Policy and Constitution, constitute the entire agreement between you and 3WBC in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with applicable laws, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of the State of Victoria and/or the Commonwealth of Australia.

3WBC's details

The full name of 3WBC is Whitehorse Boroondara FM Community Radio Incorporated.

3WBC is registered in Victoria under registration number A0029570T.

3WBC's registered address is Suite 6, 27 Bank St, Box Hill, Victoria, 3128, Australia.