

Epping Eastwood Football Club Incorporated

Website Use Terms



1. Acceptance of Use Terms

1.1 Website owner

Epping Eastwood Tiger Football Club Inc (**Club**) owns and operates the website site at <http://www.eppingeastwoodtigers.com.au> (**Club website**).

1.2 Access

- (a) Your access to the Club website is conditional upon your acceptance of, agreement to and compliance with the terms, conditions, notices and disclaimers, including the FFA Privacy Policy, contained here and elsewhere on the Club website (collectively, **Use Terms**).
- (b) Your use of and access to the Club website constitutes your agreement to the Use Terms. The Club reserves the right to amend, update or change the Use Terms at any time without prior notice and you should periodically refer to them.

2. Intellectual Property in content of the Club Website

2.1 Content

The content of the Club website (including copyright works, text, material, software, images, graphics, advertisements, databases, sound recordings, downloads, e-cards, streaming audio and streaming video) (collectively, the **Website Content**) is copyright © of the Club.

2.2 Rights reserved

- (a) You must not modify, adapt, copy, reproduce, decompile, communicate, transmit, make available, broadcast, perform, store, republish, print, commercialise, frame, upload or otherwise distribute the Website Content in any way except as expressly permitted by the Club.
- (b) All rights not expressly granted are reserved by the Club.
- (c) The Website Content has been compiled from sources believed to be reliable, but all Website Content is provided on the basis that the Club does not warrant or guarantee and accepts no responsibility for the accuracy or completeness from time to time of any Website Content for any purpose.
- (d) Subject to any statutory provisions which may not be excluded by law, the Club will not be liable for any damages whatsoever resulting from any action arising in connection with the use of any Website Content or its publication, including any action for copyright infringement, trade mark infringement or defamation.

3. Licence and Consent

3.1 Licence

By submitting, posting or placing any information or other material on the Club Websites (collectively, **Material**) or accessing the Club Websites, you grant to the Club a perpetual,

royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to do the following in respect of the Material:

- (a) use, copy, reproduce, adapt, communicate, transmit, broadcast make available, publish, print, publicly perform or display; and
- (b) sublicense to any person the unrestricted right to exercise any of these rights.

3.2 No infringement

You warrant that the Material and its use does not infringe any copyright, trade mark, patent, design, privacy, confidentiality or any right of any party or any law.

3.3 Indemnify

You indemnify the Club and any of its assignees or licensees from any claim, liability, loss or damage arising in respect of your breach or alleged breach of the warranty contained in clause 3.2

3.4 Waiver

You will procure that any author of Material, unconditionally and irrevocably:

- (a) waives in favour of the Club all the author's moral rights; and
- (b) consents to all acts or omissions of the Club and its licensees and their assigns which would, but for this consent, infringe any of the author's moral rights, in relation to all forms of works and other copyright subject matter (both existing and future) howsoever arising anywhere in the world in connection with the Material and its use.

4. Use of the Club Website

4.1 Obtaining access

- (a) You are responsible for obtaining access to the Club Website, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements.
- (b) You must provide and are responsible for all equipment necessary to access the Club Website.
- (c) You agree that the Club Website may include advertisements and other public notifications that are necessary for the Club to provide the Club Website.

4.2 Forums

The Club Website may contain one or more bulletin board, chat forum, comment section or other communication facility (collectively, **Forum**). By using and accessing the Club Website or a Forum or both, you agree that you will not do any of the following:

- (a) post, communicate or transmit any unlawful, criminal, threatening, abusive, defamatory, libellous, contemptuous, obscene, vulgar, pornographic, profane or indecent Material;

- (b) post, communicate or transmit Material which violates or infringes the rights of any other person or party or infringes any law;
- (c) inhibit or restrict any other user from using the Club Website;
- (d) interfere with the computer systems which support the Club Website;
- (e) overload a service; engage in a denial-of-service attack; or attempt to disable a host;
- (f) post, communicate or transmit any file which contains viruses, worms, "Trojan horses" or any other harmful, contaminating or destructive features;
- (g) access or attempt to access information resources you are not authorised to use;
- (h) impersonate or falsely represent your association with any person or organisation;
- (i) attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Club Website, including the use of automated tools;
- (j) post, communicate or transmit or use any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- (k) delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures; or
- (l) post, download or communicate any file or material posted by another user of the Club Website if you know, or reasonably ought to know, that the file or material cannot legally be downloaded or communicated in that manner.

4.3 Screening Material

- (a) You acknowledge that the Club may or may not pre-screen Material
- (b) The Club may (but is not obliged to) to pre-screen, refuse, or remove any Material that is available through the Club Website.
- (c) You are solely responsible for any unlawfulness of the Material.
- (d) You acknowledge that all Forum communications are public and not private communications.

4.4 Cooperation

The Club reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone (including you) posting material which violate or allegedly violate any law.

4.5 No responsibility for Website Content

You agree and acknowledge that the Club:

- (a) is not responsible for any content or material in any Forum (including, without limitation, any information, comments and/or advice of any individual or party referred to as a guest or expert whose statements on a Forum are their own);

- (b) does not authorise or endorse the comments or material of users of the Club Website or a Forum; and
- (c) may use your personal information that is collected on the Club Website or a Forum for the purposes specified in these Use Terms and will handle this personal information in accordance with the Club's Privacy Policy.

4.6 Complaints

Complaints and comments regarding potentially prohibited material on a Forum should be submitted to the Club by e-mail.

5. Modifications and Third Party Sites

5.1 Modifications

- (a) The Club reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Club Website (or any part of it) with or without notice.
- (b) You agree that the Club shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Club Website (or any part of it).

5.2 Third Party Sites

- (a) The Club Website may contain links or references to Internet websites operated by third parties (**Third Party Sites**).
- (b) The Club provides these links to Third Party Sites as a courtesy and this should not be interpreted in any way as an endorsement of any Third Party Site.
- (c) Third Party Sites are not under the Club's control. The Club is not responsible for the content of any Third Party Site.
- (d) The Club makes no representations or warranties and accepts no responsibility for the accuracy, completeness, content or use of the information accessible from Third Party Sites. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Club Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.

6. Termination and Disclaimer

6.1 Termination

- (a) These Use Terms subsist until terminated by the Club.
- (b) The Club may terminate this agreement and/or your access or membership to the Club Website at any time without prior notice to you.
- (c) If the Club terminates your access to the Club Website, you are no longer authorised to access the Club Website. All restrictions imposed on you, licences granted by you and all the Club's disclaimers and limitations of liability contained in these Use Terms will survive termination.

6.2 Disclaimer

- (a) The Club does not exclude any rights and remedies that cannot be excluded, restricted or modified.
- (b) The Club does exclude all other rights, remedies, conditions and warranties which may be excluded.
- (c) The Club makes no warranties, either express or implied, regarding the Club Website, the Website Content.
- (d) The Club does not warrant that your access to the Club Website or the Website Content will be free from errors, defects, bugs or viruses, uninterrupted, or repairable if damaged or impaired.
- (e) The Club will not be liable for any indirect, incidental, special, punitive and/or consequential damages, loss of profits and/or income, loss of data, loss of use, claims of third parties, or other losses of any kind which result from any use or access of, or any inability to use or access, the Club Website or any Website.

6.3 Indemnity

You indemnify the Club, its licensees and/or assignees in respect of any claims, loss, damage or costs (including legal costs on a full indemnity basis) arising from or in connection with any breach or alleged breach by you of these Use Terms

7. Miscellaneous

7.1 Waiver

The Club's failure to exercise or enforce any one or more of its rights under these Use Terms will not constitute a waiver of its rights.

7.2 Severability

If any part of these Use Terms are or become illegal, invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of these Use Terms will not be affected and these Use Terms will be read as if the part had been deleted in that jurisdiction only.

7.3 Governing law

These Use Terms will be governed and interpreted in accordance with laws of the State of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of that State.

7.4 Contact

If you have any questions not addressed on this page, please send the Club an e-mail.