



## Australasian Council of Justices' Associations

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- c) interfering with any user using our Site;
- d) tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- e) using our Site to send unsolicited email messages; or
- f) facilitating or assisting a third party to do any of the above acts.

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You agree that you are solely responsible for all User Content that you make available on or through our Site. You represent and warrant that:

- a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
- b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

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**Warranties and disclaimers:** To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- b) access will be uninterrupted, error-free or free from viruses; or
- c) our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

**Limitation of liability:** To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.



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**Termination:** These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

**Disputes:** In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the party), meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

**Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

**Jurisdiction:** Your use of our Site and these Terms are governed by the laws of South Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in South Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

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For any questions and notices, please contact us at:

Australasian Council of Justices' Associations (ACJA) ABN: 65 121 075 865

Email us: [registrar@acja.org.au](mailto:registrar@acja.org.au)

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