



Website Terms of Use

These Terms of Access and Use relate to the LiveAbility South Australia Pty Ltd (“LASA”) website, and any other website that is part of the LASA website including, without limitation, any website that is owned or operated by or on behalf of LASA and any website available through the www.liveabilitysa.com.au domain name and any sub-domains related to the www.liveabilitysa.com.audomain name (collectively referred to as “this Website”).

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Your access to and use of this Website and the Materials is conditional on your acceptance of these Terms of Access and Use. If you do not accept these Terms of Access and Use you must immediately cease all access or use of, and desist from any future access or use of, this Website. YOUR ACCESS OR USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF ACCESS AND USE.

If you have purchased a license, subscription or otherwise entered into an agreement with LASA the terms and conditions of your access and use of this Website shall also be governed by the terms of that agreement. Where there is an inconsistency between that agreement and these Terms of Access and Use, that agreement shall prevail.

Subject to these terms, by accessing, or by continuing to access, this Website you acknowledge and agree that you are bound by these Terms of Access and Use without any restrictions, alterations or amendments whatsoever.

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In consideration for your acceptance of these Terms of Access and Use, LASA grants you a revocable, non-exclusive, non-transferable license to access, use and reproduce the Materials in accordance with, and subject to, these Terms of Access and Use.

Contents and access to sections

This Website contains content and information including, without limitation, software, text, programs, interactive facilities, graphics, photographs, music and video (“Content”). Some Content may be arranged into, without limitation, documents, forms, articles and any other materials whatsoever (“Materials”). Some Content is capable of transfer or download by any person accessing this Website.

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The Contents may, at the sole discretion of LASA from time to time, include Materials that have been created by or for third parties including, without limitation, government departments, authorities or representatives of the Commonwealth Government or a relevant State Government. All such Materials are reproduced on this Website for your information and convenience only and are not intended to replace or be used in substitution for information or materials provided by their authors, creators or publishers.

The Content on this Website may be, from time to time, divided into sections at the sole discretion of LASA.

LASA may, at the sole discretion of LASA, require that any section or part of this Website (“Section”) may only be accessed by persons who have paid, in full, to LASA all fees and charges relating to that Section (if any) or may specify, from time to time, in LASA’s sole discretion other requirements or terms and conditions for access to any Section.

In the event that you wish to access the Section, LASA may provide to you a unique username and password, or other method of access at the sole discretion of LASA (the “Login”). For the sake of certainty, LASA has no obligation to provide you with a Login and, in the event that LASA has provided you with a Login, may cancel that Login at any time and for any reason whatsoever without providing you with those reasons or notice.

In order to provide you with a Login, LASA may require you to register with LASA. Registration with LASA will require you to provide personal information to LASA. Any personal information that you provide to LASA will be collected, used and disclosed in accordance with the privacy policy published by LASA on this Website, from time to time (the “Privacy Policy”).

For the avoidance of doubt, the Privacy Policy must be read in conjunction with, and form part of, these Terms of Access and Use. In the event that there is any inconsistency between these Terms of Access and Use and the Privacy Policy, these Terms of Access and Use shall prevail to the extent of that inconsistency.

In the event that LASA provides you with a Login, you agree that:

1. LASA may collect, use and disclose your personal information provided that any such collection, use and disclosure is in accordance with the Privacy Policy;
2. the Login is required to access, and shall be use to access, the Section;
3. you shall not access the Section without having first been issued the Login in accordance with these Terms of Access and Use;
 - a. the Login is nontransferable;
 - b. you shall not:
 - c. disclose the Login to any other person;
 - d. provide any false or misleading information to LASA or create a Login for any other person; or
 - e. attempt to sell, offer to sell, sell or license your Login to any person;
4. you shall keep the details of the Login safe and confidential; and
5. you accept all liability for any activities whatsoever conducted using the Login that is issued to you under these terms.
6. You agree that LASA may, from time to time and in LASA's sole discretion:
 - a. revoke, vary, suspend or cancel the Login;
 - b. carry out maintenance or other work on this Website, that may limit or deny access to you; or
 - c. limit or deny access to this Website or part of this Website, for any reason.
7. Your uploaded submissions

This Website may provide facilities whereby you can submit, transfer or upload information, comments, text or other content to this Website ("Your Submissions").

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You represent, warrant and guarantee to LASA that you own or have all necessary or desirable licenses, rights, permissions and consents (including, without limitation, the consent of the author of any works in relation to the doing of all acts or any omissions by LASA to Your Submissions which might otherwise infringe the Moral Rights of that author in any or all of, or any part of, Your Submissions) to use and authorise LASA to use all intellectual property and all other proprietary rights in and to Your Submissions so as to enable use by LASA of Your Submissions in the manner facilitated or contemplated by this Website and these Terms of Access and Use.

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You agree, acknowledge and warrant that:

1. Your Submissions shall not contain any material that is subject to copyright or any other third party proprietary rights including, without limitation, rights in relation to trade secrets, privacy or publicity unless you are the owner of all of those rights or have authorisation from the rightful owner of those rights to transfer or upload that material to this Website and to grant LASA a license to use and display that material on the terms contemplated by these Terms of Access and Use;
2. Your Submissions shall not:
3. breach or be contrary to the rules, as published from time to time at the sole discretion of LASA, on this Website and titled 'Community Rules' ("Community Rules");
4. contain words or expressions that are, in the opinion of LASA, inappropriate for this Website or contrary to the Community Rules;
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6. depict acts of violence or unlawful acts, encourage the inappropriate use of alcohol, spread hatred against any person or group, vilify any person, people or religion, or, in the reasonable opinion of LASA, cause offence or harm to any person or group of people;
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8. contain any commercial communications unless expressly authorised by LASA or reasonably contemplated by the Community Rules;
9. contain any virus, worm, Trojan-horse or any other malicious code whatsoever;
10. solicit information from any other person for any inappropriate reason including, without limitation, to access the account of any other person or to engage in any unlawful or improper conduct in relation to that person or any other person whatsoever;
11. do, or aid, abet or solicit the doing of, anything unlawful including, without limitation, the breach of these Terms of Access and Use; or
12. mislead, misinform or deceive any person.
13. for the avoidance of doubt, the Community Rules are to be read in conjunction with, and form part of, these Terms of Access and Use. In the event that there is any inconsistency between these Terms of Access and Use and the Community Rules, these Terms of Access and Use shall prevail to the extent of that inconsistency;
14. LASA may remove Your Submission or make, or arrange to have made, any modifications or amendments to Your Submissions whatsoever, in the sole discretion of LASA, from time to time and whether or not Your Submissions breach any of these Terms of Access and Use;
15. you consent to any acts or omissions by LASA (whether occurring before or after this consent is given) in relation to all Your Submissions created or developed by you where you are the 'author' of Your Submissions, which might otherwise infringe your Moral Rights in any or all of, or any part of, Your Submissions;
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5. use any Content, or this Website, in a manner that is, in the reasonable opinion of LASA, defamatory, racist, pornographic, or that depicts acts of violence or unlawful acts, or that may spread hatred against any person or group, or that vilifies any person, people or religion, or that may cause offence or harm;
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3. makes no warranties and accepts no liability in relation to material contained on those External Web Sites.

LASA, acknowledgement and warranty

1. You acknowledge and agree that:
 - a. LASA is not in the business of providing legal, vocational or financial advice;
 - b. the Content and the Website are not intended to, and do not, contain or constitute legal, vocational or financial advice;
 - c. some of the Content is provided by users of this Website over which LASA has limited or no control;
 - d. Content that has not been provided by LASA may be reviewed, edited, moderated, amended or removed by LASA, however, LASA has no duty or obligation to do so;
 - e. the views expressed in the Content are not necessarily the views of LASA;
 - f. the expression of a view does not imply endorsement of a product or service;
 - g. the information contained in the Content may be out of date;
 - h. you must not rely on any of the Content without first making independent enquiries to verify facts;
 - i. in the event that you are unable to conveniently access the Website or Content, LASA has no obligation whatsoever to make available the Website or Content to you; and
 - j. in making this Website and Content available to you for you to access and use, LASA is relying on your acceptance of, and agreement to, these Terms and Conditions of Use.

2. You agree that:

- a. the Website or Content, or both, may not be accessible, or in a form that is conveniently accessible, by you; and
- b. the Website may be interrupted for maintenance and repairs, or for any other reason and that access to any Content cannot be, and is not, guaranteed.
- c. To the fullest extent permitted by law, LASA and all express or implied warranties, guarantees or representations regarding:
- d. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on this Website, the Content, the Materials or on any External Web Sites; and
- e. the merchantability, reliability or fitness for any particular purpose for any service or product contained or referred to on this Website, the Content, the Materials or on any External Web Sites.
- f. You acknowledge and agree that LASA does not warrant, guarantee or make any representation that:
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- i. or that errors or defects in this Website or the Content will be corrected.

Liability

1. LASA shall not be liable, under any circumstances, for any loss of profits or any damages of any kind recognised by law (even if LASA has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
2. acting, or failing to act, on any information contained on or referred to on this Website, the Content, the Materials or any of the External Web Sites; or
3. using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website, the Content or any External Web Sites.
4. You agree that LASA is not liable to you for:
 - a. errors or omissions in the Website, the Content, the Materials or on External Web Sites;
 - b. delays to, interruptions of or cessation of the services provided in the Website, the Content, or External Web Sites; or
 - c. defamatory, offensive or illegal content on the Website, the Content or the Materials, whether caused through negligence of LASA, its employees, agents or independent contractors, or through any other cause.
5. You agree to accept the full cost of any necessary repair, correction or maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing this Website or the Content.
6. To the extent that the limitation of liability contained in these terms is prohibited, you agree that LASA's sole obligation to you for any loss, injury, liability or damage of any kind resulting from your access or use of this Website shall be limited to the refund of the fees and charges paid by you to LASA, if any.

Indemnity

1. You will at all times indemnify, keep indemnified, defend and hold harmless LASA and its respective officers, employees and agents (referred to below as “Those Indemnified”), from and against any cost, expense, fee, loss or damage (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:
 - a. your actions, inaction or negligence;
 - b. any breach of these Terms of Access and Use by you;
 - c. a breach of a warranty given by you under these Terms of Access and Use;
or
 - d. your use of or reliance on the Materials, the Content or any materials, services or information supplied to you under these Terms of Access and Use.

2. Confidentiality and use of information provided by you:
 - a. You agree that LASA may collect and use information that you provide to LASA (if any). You also agree that LASA may store certain information on your computer including, without limitation, cookies, that assists or enables LASA to provide access to this Website.
 - b. Except as permitted in these terms, LASA will treat as confidential information any information provided to this Website by you (if any). LASA will not disclose confidential information to any third party except where the third party is either contracted or licensed to LASA to assist LASA in fulfilling its obligations under these Terms of Access and Use or providing access to this Website.
 - c. If you purchase products or services from LASA then you agree that LASA may disclose the material or information provided by you under these Terms of Access and Use to third parties for the purpose of providing you with the additional products or services or related products or services.

Termination of access

LASA may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and LASA has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

LASA will consider and, at its sole discretion, determine whether or not, and on what terms, a refund of any fees you have paid (if any) to LASA may be payable to you.

Severance and jurisdiction

If any part of these Terms of Access and Use are found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of these Terms of Access and Use and the severed part will not affect the validity and enforceability of any remaining provisions.

These Terms of Access and Use will be governed by and interpreted in accordance with the law of the relevant Government, without giving effect to any principles of conflicts of laws.

You agree to the non-exclusive jurisdiction of the Courts of the relevant Government to determine any dispute arising out of these Terms of Access and Use.

General

The limitations on liability and indemnities in these Terms of Access and Use continue despite termination of the license granted under these terms or discontinuation or suspension of your access to this Website.

LASA's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing. A single or partial exercise or waiver of a right under these Terms of Access and Use does not prevent any other exercise of that right, or the exercise of any other right.

You agree that LASA may, at the sole discretion of LASA, amend, vary or replace these Terms of Access and Use from time to time without notification to you.

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