



WEBSITE TERMS AND CONDITIONS

WEBSITE TERMS AND CONDITIONS

In these terms and conditions, “we” “us” “ITC2” and “our” refers to Independent Technology Consultants Cooperative Pty Ltd. Your access to and use of all information on this website including purchase of our service/s is provided subject to the following terms and conditions. The information is intended for residents of Australia only.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

ITC2 Consultants Cooperative Registered Members

1. In order to access the services provided on this website to Cooperative Members, you must become a registered user. You must complete the Consultants Cooperative Application form to register by providing certain information as set out on our membership/registration form accessible from the Consultants page. Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
2. You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.
3. On registration, we provide you with a password and Unique Id.
4. We reserve the right to terminate your registration at any time if you breach these terms and conditions.
5. ITC2 Consultants Cooperative Member services are intended to be used by registered users within Australia only.

Nature of Information Provided to potential Customers

6. The material on this website is intended only to provide a summary and general overview on matters of interest. It is provided “as is” and is not intended to be comprehensive nor does it constitute advice or representation of the services we or other parties are able to offer you. You must make your own assessment of it and rely on it wholly at your own risk.
7. The information on this website is liable to be changed, updated or added to without notice. However, ITC2 does not undertake to keep this website updated nor do we guarantee its currency as there may be delays, inaccuracies, errors or omissions.

Site Access

8. When you visit our website, we give you a limited licence to access and use our information for personal use.
9. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
10. Except as permitted under the *Copyright Act 1968* (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
11. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

12. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
13. You may link our website only with our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

Intellectual Property Rights

14. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
15. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.
16. Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through this website becomes our property. If in future we use your Comments in

promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

17. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Disclaimers

18. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
19. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
20. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

Social Media and other submitted information

21. This website contains the ability for you to submit information to ITC2, social media pages and links to social media pages provided by third parties (including LinkedIn, Facebook and Twitter) (collectively Social Media Sites). Access and use of any third party Social Media Sites is subject to the relevant third parties terms.
22. ITC2 encourages you to submit content and use the Social Media Sites but you must:
 - act reasonably and respectfully;
 - ensure that any content that you do upload is accurate, complete and up to date;
 - not submit content that:
 - is false or misleading;
 - violates any law or the rights of any other person;
 - is offensive, threatening, defamatory, abusive, obscene, profane, hateful or racist;
 - promotes or endorses any other organization's products or services;
 - personally identifies an individual or group of individuals;

- is repetitive or otherwise intended to impair the use of the Social Media Sites; and
 - in ITC2's opinion is inappropriate; and
 - obtain any consents or licenses necessary to permit you to submit that content and for ITC2 to use that content in accordance with these Terms of Use.
23. ITC2 reserves the right to remove (or request that a third party removes) any content that is submitted in breach of these Terms of Use or which ITC2 considers inappropriate.
24. ITC2 does not endorse, and is not responsible for, content submitted by you or other users of the Social Media Sites. ITC2 does not accept any responsibility or liability (either direct or indirect) for any loss or damage arising in connection with the use of (or reliance on) any information, links or other content posted on our Pages by individuals.
25. While ITC2 will take reasonable steps to monitor any content submitted by a user of the Social Media Sites, ITC2 does not review all content or monitor the content at all times. You should notify ITC2 if you believe any content has been submitted in breach of these Terms of Use and ignore any inappropriate or negative comments.

Limitation of Liability

1. If you are not a consumer within the meaning of Schedule 2 of the C&C Act then this clause applies to you. If you are a consumer within the meaning of the C&C Act then this clause has no effect whatsoever to in any way limit our liability or your rights. If you are not a consumer:-
- a. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.
 - b. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.
 - c. We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.
 - d. We do not participate in any way in the transactions between our users.

Indemnity

2. By accessing our website, you agree to indemnify and hold us harmless from all claims,

actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction

3. These terms and conditions are to be governed by and construed in accordance with the laws of Victoria and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Victoria and you agree to submit to the jurisdiction of those Courts.
4. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

5. We undertake to take all due care with any information which you may provide to us when accessing our website. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
6. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

These [Terms and Conditions](#) have been specifically drafted for, and provided to Independent Technology Consultants Cooperative Pty Ltd by LawLive Pty Ltd (www.lawlive.com.au).