



Northerners Website Terms of Use

These are the Terms on which the Northerners Inc (**Northerners**) permits users to access the Northerners web site (**Site**).

Your access to the Site is subject to these Terms and the Northerners Privacy Policy (**Privacy Policy**) available at <http://northerners.com.au/pdf/Northerners%20privacy%20policy.pdf>. Upon accessing the Site, you agree to be subject to the Privacy Policy and to these Terms. If you do not agree to the Terms and the Privacy Policy, you must not use or access the Site.

1. Licence to Site

- 1.1 The Northerners grants you a non-exclusive, non-transferable, revocable licence to access and make personal use of the Site and any information, documentation, articles or other content available on the Site (**Content**).
- 1.2 This licence does not include any commercial use of the Site or Content, including but not limited to collecting user names and/or email addresses or sending unsolicited emails. The licence expressly excludes using the Site to advertise or solicit other users to buy, sell or hire any products or services other than as permitted through the e-business directory.
- 1.3 The Site or any portion of the Site or Content may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any commercial purpose without the express written consent of the Northerners. You are not permitted to link to or frame the Site or any Content without the Northerners' express written permission.

2. Change of Functionality or Content

The Northerners reserves the right to change the functionality and Content (including limiting access to or ceasing to provide the Content) of the Site at any time without prior written notification to you.

3. Passwords

By using the Site, you are responsible for maintaining the confidentiality of your Northerners username and password and for restricting access to your computer. You agree to be liable if your Northerners username or password is used by an unauthorised person.

4. Access and Security

The Northerners does not warrant that you will have continuous access to the Site or your access or use will be error free. The Northerners will not be liable in the event that the Site is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunication supplies.

5. Linked Web Sites

- 5.1 The Site may contain links to other web sites (**linked web sites**). Those links are provided by the Northerners for convenience only and the Northerners is not responsible for the content or privacy practices associated with linked web sites.
- 5.2 The Northerners links with linked web sites should not be construed as an endorsement, approval or recommendation by the Northerners of those linked web sites.

6. Denial of access and termination

The Northerners reserves the right at any time to:

- (a) deny or terminate all or part of your access to the Site where in the Northerners' opinion, there are concerns regarding unreasonable use, security or unauthorised access or where you have breached any of these Terms;
- (b) block or suspend your account, hide your profile, or delete prohibited User Content (including all or part of your profile); or
- (c) deactivate your account where you have not used the Site for a period of 12 months or more (as calculated by the date of last connection to the Site).

7. Intellectual Property

You acknowledge that you do not obtain or own any intellectual property rights whatsoever in the Site or the Content and all intellectual property rights subsisting in the Site and any Content remains vested in the Northerners or its third party licensors.

8. User Content

- 8.1 If you post or submit any information, content, comment, emails, photos, profiles or other material (**User Content**) on the Site, and unless the Northerners indicates otherwise, you grant to the Northerners a non-exclusive, royalty-free, perpetual, irrevocable world wide and fully sub-licensable right to use, reproduce, communicate, modify, adapt, publish, translate, create derivative works from, distribute and display such User Content throughout the world in any media.
- 8.2 You warrant that you own or otherwise control all of the rights to the User Content that you post, will be solely responsible for the User Content that you post, that the User Content is accurate, that the use of the User Content you supply does not violate any applicable laws or the Terms and will not cause injury to any person.
- 8.3 You may post User Content provided that the User Content is not:
 - (a) illegal, offensive, racist, obscene, objectionable, threatening, defamatory or invasive of privacy;
 - (b) false and/or misleading;
 - (c) sexually explicit or containing sexual references or innuendo;
 - (d) infringing any intellectual property rights;
 - (e) composed of a profile or photograph of any third person used without his or her permission or photographs of people under 18 years of age (even if they are your children);
 - (f) consisting of or containing software viruses;
 - (g) used for political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam"; or
 - (h) impersonating any person or otherwise misleading as to the origin of any User Content.
- 8.4 The Northerners has the right but not the obligation to monitor, review and edit or remove any User Content. The Northerners takes no responsibility and assumes no liability for any User Content posted by you or any third party.

9. Disclaimer of warranties

- 9.1 The Northerners cannot guarantee the safety or security of your computer systems. The Northerners does not accept liability for any loss or corruption of electronically stored data or any damage to any computer system sustained in connection with the use of the Site.
- 9.2 The Northerners makes no representations or warranties of any kind, express or implied as to the operation of the Site, the Content, User Content, or the conduct of the users. You expressly agree that your use of the Site is entirely at your sole risk.
- 9.3 Nothing in these Terms excludes, restricts or modifies any condition, consumer guarantee, right or remedy conferred on a party by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement.
- 9.4 Content provided on the Site does not constitute financial, legal or taxation advice. You should seek independent financial, legal and taxation advice to determine if any Content is appropriate to your individual circumstances.

10. Limitation of liability

- 10.1 To the fullest extent permissible by applicable law (including the Australian Consumer Law), the Northerners disclaims all warranties and consumer guarantees express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose or warranties concerning accuracy, currency or completeness. The Northerners will not be liable for any damages of any kind arising from the use of the Site, Content, or User Content.
- 10.2 The maximum aggregate liability of the Northerners for all proven losses, damages and claims arising out of these Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to an aggregate of all claims of \$100.
- 10.3 Where the Northerners' liability cannot be excluded under any law, the Northerners' liability will be limited to, at its discretion, either re-supplying the Site to you or paying you the cost of re-supplying the Site to you.
- 10.4 Despite any other clause, the Northerners is not liable to you or to any other person for:
- (a) any losses or damages of any kind caused by or resulting from any wrongful, wilful or negligent act or omission by you; or
 - (b) any direct or indirect lost profit or revenue, exemplary damages, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed.
- 10.5 Nothing in this clause limits a party's liability with respect to damages for:
- (a) personal injury, including sickness and death; or
 - (b) damage to any real property or chattels.

11. Jurisdiction

These Terms will governed by the law of the State of Victoria, Australia, and any dispute arising out of these Terms or the use of the Site will be determined by the courts of that State and their appellate courts.

12. Changes to Terms

The Northerners reserves the right to change these Terms at any time and will post a notice on the Site giving notice of that change for a period of 14 days. Any subsequent access to,

or use of the Site immediately following the change will constitute an acceptance of those modifications to the Terms.

13. General

- 13.1 The failure of the Northerners to insist upon a strict performance of any of these Terms will not be deemed a waiver of any subsequent breach or default in these Terms.
- 13.2 Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.
- 13.3 Related parties of the Northerners may enforce these Terms in accordance with the Northerners' rights and obligations under these Term