

User Agreement – Central Coast Chronicle Website

Before using the Services of Central Coast Chronicle (ABN: 35 563 250 903), you must read and accept all terms in this User Agreement. It is effective on activation of any membership account.

1. Access

- 1.1. Central Coast Chronicle owns and operates centralcoastadvocate.com.au ("this Site"). All references to "we" and "us" on this Site are references to Central Coast Chronicle including all of its officers, directors, employees and agents.
- 1.2. Save for selected areas of this Site, including but not limited to the calendar and member database, we do not charge a fee for your access to this Site. However, your access is conditional upon your acceptance and compliance with all terms and conditions appearing on this Site, including but not limited to, this User Agreement.

2. Account and obligations

- 2.1. Members may only log a maximum of one tentative date for each event.
- 2.2. It is the members' responsibility to either confirm or remove the tentative date. We will send a reminder email one fortnight and one week prior to the event.
- 2.3. You are responsible for ensuring that your account details, such as your username, email address, and password are kept up to date. In the event that you have not kept your account details up to date, we reserve the right to suspend your account.
- 2.4. You are responsible for ensuring that your username and password are kept confidential. If you suspect that your details may no longer be confidential, or that there may have been unauthorised use of your account, you must notify us immediately.
- 2.5. You must not transfer your user account to another party without our consent.
- 2.6. We may cancel accounts that have been inactive or have been unconfirmed.

3. Content

- 3.1. Whilst we will try to ensure the content in this Site is updated, you agree not to hold us responsible for any inaccuracies or any unreliability or completeness of information on this Site.
- 3.2. You acknowledge that some information supplied on this Site is information from third parties, and Central Coast Chronicle cannot be responsible for any use made by you of the information contained on this Site.
- 3.3. You acknowledge that we have no control over and do not guarantee the quality, safety or legality of events listed by third parties, or the truth or accuracy of third party content or listings.
- 3.4. If a third party breaches their obligations to you, we are not responsible for enforcing any rights you may have.

4. Access and interference

- 4.1. You must not distribute viruses or any other technology that may harm our Site or the interests or property of users of our Site.
- 4.2. You must not interfere or attempt to interfere with the proper working of the Site.
- 4.3. We cannot guarantee continuous or secure access to the Site, and its operation may be interfered with by numerous factors outside our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

5. Intellectual Property

- 5.1. The material displayed on this Site, including all information, text, graphics, software, advertisements, names, logos and trademarks (the "Intellectual Property") is protected by copyright, trade mark and other intellectual property laws unless indicated otherwise.

- 5.2. You must not modify, copy, reproduce, publish or distribute the Intellectual Property in any way without the prior written consent of Central Coast Chronicle.
- 5.3. When you provide to us content for our Site, you grant us a non-exclusive, worldwide, perpetual irrevocable royalty-free sub-licensable right to exercise any and all Intellectual Property rights you have in the content in any media now or in the future.

6. Third Party Sites

- 6.1. This Site contains links to third party sites. These third party sites are not maintained or controlled by Central Coast Chronicle.
- 6.2. To the extent permitted by law, Central Coast Chronicle accepts no liability and provides no warranty in respect of the information displayed on such third party sites. Central Coast Chronicle does not endorse that information or any party associated with it and you link to such third party sites entirely at your own risk.

7. Release

- 7.1. By accessing this Site you release Central Coast Chronicle from any and all liability for any direct or indirect loss or damages (including loss or damage from negligence) arising from access to or use of the information, material or content on this Site or sites linked to this site.
- 7.2. We are not liable for any loss of money, goodwill or reputation or any special indirect or consequential damages arising directly or indirectly out of your use with or your inability to use the services on the Site.
- 7.3. We are not liable for any other user or third party content, actions or inactions of that user and third party. If you have a dispute with a third party, you release us from claims arising out of or in any way connected with that dispute.
- 7.4. We are not liable for any loss, damages and costs (including indirect losses) that are suffered by reason of the unauthorised use of the personal information you provide to us.

8. Privacy Policy

- 8.1. Any personal or other information provided by you is subject to our Privacy Policy.

9. Refund Policy

- 9.1. Subject to our obligations in accordance with the Australian Consumer Law (ACL), if our services do not meet the consumer guarantees under the ACL, we will provide a refund equal to the value of the subscription for the time period being 30 days following your last logged event on the Site until the completion of your subscription. If a member has not logged an event, we will provide a refund equal to the value of the remaining period of the subscription.

10. Delivery Policy

- 10.1. All of the Services we provide through the Site are either delivered via email or your membership account.

11. Indemnity

- 11.1. You agree to indemnify Central Coast Chronicle and from and against all losses, expenses, damages and costs (including indirect losses) resulting from the use by you of this Site.
- 11.2. You agree to indemnify Central Coast Chronicle against any claims made against Central Coast Chronicle by any third party due to or arising out of your breach of this Agreement or your infringement of any law or the rights of a third party in the course of using this Site.

12. Cancelling

- 12.1. We may limit, suspend or cancel your account, or prohibit access to the Site, or take technical and legal steps to keep you off the Site if we think that you are creating legal liabilities, infringing any laws, or infringing intellectual property rights of us or third parties, or if you breach this Agreement, or if we believe your actions may cause loss or damage to or unlawfully harm you, our other users, third parties, or us.

13. Amendments and Variations

- 13.1. We reserve the right to amend this User Agreement at our discretion, and will publish any such amendments on this Site.
- 13.2. You agree that, unless an amendment indicates that it will be effective from a particular date, any amendments published on this Site will be taken to be effective on and from the date that they are published on this Site. It is your responsibility to ensure that you are aware of the current User Agreement.

14. Disputes

- 14.1. If a dispute arises between you and Central Coast Chronicle, we will endeavour to provide you with a cost effective means of resolving the dispute quickly. We encourage you to contact us to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration.
- 14.2. If a dispute arises between you another member of the Site due to two events being listed on the same date and which target the same subject matter and audience, it is the responsibility of the members to communicate with each other and agree on a solution.
- 14.3. If a clash in event dates cannot be resolved between members, the member who first listed the event has priority.
- 14.4. We will act as the arbitrator in the event a resolution cannot be made between the disputing members.
- 14.5. Any and all decisions made by us in the course of arbitration will be final, and in our sole and absolute discretion.
- 14.6. You release us from claims of any kind, arising out of or in any way connected with your dispute with another member of the Site.

15. Contact Details

- 15.1. Postal address: 22/11 Berrys Head Rd Narara NSW 2250;
- 15.2. Email address: brooke@centralcoastchronicle.com.au
- 15.3. Phone: 0407 780 710

16. Governing Law

- 16.1. This User Agreement is governed by the laws of NSW and Australia, and you agree to be subject to the jurisdiction of the laws of NSW and Australia.
- 16.2. You are responsible for ensuring you comply with all applicable laws in Australia and in any other countries.