

BilaEmpower Ltd – Website Terms

These Website Terms (**Terms**) apply to your use of the website www.bilaempower.org (the **Website**) operated by BilaEmpower Ltd ACN 674 554 557 (**we, us** and **our**).

We may amend these Terms from time to time by posting an updated version of the Terms on the Website. You should check these Terms regularly for any amendments to ensure you understand and comply with these Terms at all times. If you do not agree to the updated Terms, you must cease using the Website. These Terms should be read in conjunction with our Privacy Statement and our Terms of Service.

1. Use of the Website

- 1.1 All copyright and other intellectual property rights in the Website (including all trade marks appearing on the Website) are owned by us and/or our licensors. You may view the Website and the contents of the Website using your web browser and electronically copy and print hard copies of parts of these Website solely for personal, non-commercial use. Except as permitted by the *Copyright Act 1968* (Cth) or other applicable laws, any other use, including any commercial use of the content of this site, is strictly prohibited. The Website may also contain registered trade marks and trade marks which are otherwise protected by law. Except as expressly authorised, the use or misuse of any of these trade marks is strictly prohibited.
- 1.2 Without limiting clause 6, you acknowledge and agree that you must not:
- (a) use or copy any part of the Website without our prior written consent;
 - (b) distribute, translate, modify or tamper with, any part of the Website;
 - (c) create derivative works of or from any part of the Website;
 - (d) delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from the Website;
 - (e) fail to acknowledge our status (and that of any identified contributors) as the authors of content on the Website; and
 - (f) you must not use any part of the content on the Website for commercial purposes without obtaining an express written licence to do so from us or our licensors.
- 1.3 You must provide your own internet access and suitable device in order to use the Website. You are responsible for all internet access, data downloads and other network charges arising from your use of the Website, and you acknowledge and agree that we have no responsibility or liability for those charges.
- 1.4 You are responsible for the operation and maintenance of your device and for ensuring that the Website are accessible from your device, this includes but is not limited to, a responsibility to ensure the installation of a compatible operating system for the operation and use of the Website on your device.

2. Your Obligations

- 2.1 You must not use (or attempt to use) the Website:
- (a) for any unlawful or dishonest activity, or any activity prohibited by these Terms;
 - (b) to access, transmit, publish or communicate material which is false, inaccurate, defamatory, offensive, inflammatory, obscene, unsuitable for minors, abusive, indecent, threatening, or otherwise harmful or unlawful;
 - (c) to access, transmit, publish or communicate material which constitutes spam, commercial advertising, infringes a person's intellectual property rights or contains a virus or other harmful code;
 - (d) to obtain unauthorised access to (or damage, disrupt or interfere with the operation of) any computer, system, application, network or service;
 - (e) in any way that may bring negative exposure or harm to our business or any other users of the Website; or

- (f) in any way that may cause our business, or other users of the Website, to incur liability to a third party.
- 2.2 We may ask you to cease conduct which we believe is contrary to your obligations under these Terms, and you are obliged to comply with any such request. We reserve the right to immediately terminate or block your access to the Website or the services provided by the Website for any reason.
- 2.3 You are also responsible for ensuring that all persons who access the Website through your account or internet connection are aware of these Terms and comply with them.

3. Disclaimer – Content, security and performance of Website

- 3.1 The Website contain general information relating to mental and physical health or wellbeing, and topics such as mindfulness, counselling and coaching, and sacred Indigenous spaces and Indigenous practices.
- 3.2 Any information provided on our Website is provided for information purposes only and does not constitute any medical or legal advice. If you have a specific medical or legal issue or concern, you should seek legal or professional advice from a medical or legal services provider, based on your specific circumstances.
- 3.3 Any information provided to you as part of the provision of services to you, is subject to the specific product or service Terms and Conditions, provided to you at the time of purchase.
- 3.4 We seek to keep information on the Website up to date, but we do not make any representation or warranty as to the accuracy, reliability, currency or fitness-for-purpose of any information provided on our Website, including where information has been derived from third parties. All information on the Website is provided on an "as is" and "as available" basis. You are responsible for verifying the accuracy of any information provided on our Website, and if you rely on any information on our Website, you do so at your own risk.
- 3.5 We will use reasonable endeavours to generally make the Website available during our normal business hours. However, we do not warrant or guarantee that:
 - (a) you will be able to use the Website at all times or at any particular time;
 - (b) the Website, or any content on the Website, will be always be available or uninterrupted, secure or error-free;
 - (c) the Website are free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used; and
 - (d) we make no guarantee as to the reliability or performance of the Website.
- 3.6 If you access our Website, you do so at your own risk and you acknowledge and agree to accept all risks associated with using the internet, including potential exposure to viruses and harmful code which may affect your device. You are solely responsible for the security of your device (including any data stored on your device) and for using appropriate and up-to-date software on your device to detect and manage the threat posed by viruses and other harmful code.
- 3.7 Without limiting the above, you acknowledge that website performance depends on various factors (including the functions, capacity and configuration of your device, the speed of your internet connection, and the number of users accessing the Website and the systems that support it) and website availability depends on third party suppliers.

4. Use of cookies

- 4.1 Cookies are small pieces of information that your browser stores on your computer hard drive. To use the Website and its features as intended, you must enable the Website to use cookies and grant any other permissions and access to your device that it requires from time to time. If you do not grant these permissions and this access, you may be unable to use the Website or some of its features. The Website's use of cookies is detailed in our Privacy Statement, available at <https://bilaempower.org/>.

4.2 If you disable cookies on your web browser, you may not be able to fully experience all features of the Website.

5. **Third party products and links**

5.1 The Website may contain links to other website and resources provided by third parties, over which we have no control. If links are provided, they are provided for your information and/or convenience only, and we are not responsible for their use, effect or content.

5.2 We make no representations, warranties or guarantees, and accept no responsibility, for the accuracy of the information on those third-party websites. If you access third party links, or purchase products from third parties, you do so entirely at your own risk and subject to the terms and conditions of those websites.

6. **Liability**

6.1 To the fullest extent permitted by law, we exclude all rights, remedies, guarantees, liability, conditions and warranties in respect of the use of our Website or reliance on information or content displayed on or accessible via our Website.

6.2 You acknowledge and agree that your access to, and use of, the Website (and all services and content on the Website) is at your own risk.

6.3 Nothing contained in these Terms is intended to exclude, restrict or modify the application of the Australian Consumer Law (under schedule 2 of the *Competition and Consumer Act 2010 (Cth)*) to the supply of any goods and/or services through our Website provided that, to the extent that the Australian Consumer Law permits us to limit our liability, then our liability is limited to:

(a) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired; and

(b) in the case of services, the cost of supplying the services again or the payment of the cost of having the services supplied again.

6.4 We will not be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of income or profits or loss of opportunity, whether in an action of contract, negligence, tort or in equity or otherwise arising in connection with the use of our Website or any information contained on our Website.

7. **Privacy**

We may collect, use and store your personal information in accordance with these Terms and our Privacy Statement, available at <https://bilaempower.org/> as amended from time to time, including for the purposes of making available the Website, complying with our legal obligations, and improving the user experience of the Website.

8. **General**

8.1 We reserve the right to suspend your use of, or withdraw, the Website and/or any of its features or components and add to, amend, remove, or disable access to, any part of the Website and/or any of its features or components, in each case at any time and for any reason, without notice to you.

8.2 A term or part of a term of these Terms that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of these Terms continue in force.

8.3 BilaEmpower Ltd does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

8.4 These Terms are governed by the law applicable in South Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia.