

Mundaring Football Club Inc.

Terms of Use

1 About the Website

These Website Terms of Use apply to the Website owned and operated by the Mundaring Football Club Inc (ABN 86 023 621 906) (MFC) under the domain name "mundaringfc.com.au" (the Website).

Your use of the information, graphics, text, software and materials (Content) on the Website is governed by these Terms of Use and by using the Website you agree to be bound by these Terms of Use.

In addition to the provisions of these Website Terms of Use, there may also be specific and additional terms that apply to certain sections of the Website. Because those specific and additional provisions also apply to your use of those sections, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of these Website Terms of Use and those other specific and additional provisions, the specific and additional provisions will prevail.

For information about how MFC handles personal information collected through the Website, please see our Privacy Policy.

2 Australian Website

The Website may be accessed throughout Australia and overseas. MFC makes no representation that the Content on the Website complies with the laws of any country outside Australia. If you access the Website from outside Australia, you are responsible for ensuring that that your access to, downloading of, use of or reliance on the Content contained in the Website is in compliance with all laws in the place in which you are located.

References to currency are in Australian dollars unless otherwise specified.

3 Information available at the Website

The Website provide general information about MFC and MFC's various events, services and activities, as well as interactive facilities and content generated by users of the Website.

The Website may contain content on issues relating to football in general, our sponsors, members of the club and club operational purposes only. Content is not to be taken to be professional advice and MFC strongly encourages any users of information to seek professional advice for any content suggesting the adoption of any specific action / behaviour.

In addition, the Website may from time to time contain or make available various message services, email lists, mailout or newsletter services, social networking facilities, blogs, forums, or other tools and facilities which may be of use to you. Whilst MFC has made every effort to ensure that any such features are accurate and free from defect, MFC does not warrant the accuracy, correctness or completeness of these features, which are provided on an "as is" basis.

4 User conduct

You are responsible for all of your activity in connection with accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not, without our consent, post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal information or research participation from any Website user. The Website is provided for personal, non-commercial use only unless we agree with you otherwise.

We may permit you to place Content on the Website (including business logos, contact details, inputting data or engaging in any other form of communication). By submitting Content for potential inclusion in the Website, you grant to us an irrevocable, perpetual, royalty-free, non-exclusive, worldwide licence to do the following with respect to the Content including but not limited to:

- use, reproduce, modify, sublicense, redistribute, adapt, transmit, publish, broadcast and display the Content and create derivative works from the Content; and
- sublicense any of those rights to third parties.

You acknowledge that Content that you send to, or attempt to include in a Website, may not reach or be correctly displayed on that Website for a variety of reasons including but not limited to mechanical, software, computer, telecommunications or electronic failure. You further acknowledge that, to the extent permitted by law, MFC is not liable to you or anyone else in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the receipt of information by, or the inclusion of Content in, or a failure to receive or include Content in, the Website, for whatever reason.

You must not send any Content or links for inclusion on a Website which in any way whatsoever:

- is fraudulent, misleading or deceptive (including impersonating another person or misrepresenting a connection with another person or entity);
- infringes any third party's copyright, patent, trade mark, trade secret or other intellectual property rights or proprietary rights or rights of publicity or privacy;
- violates any law, statute or regulation, or constitutes, or encourages conduct that would constitute a criminal offence (including prohibitions on spam messages);
- is defamatory, libellous, unlawfully threatening or unlawfully harassing;
- is harmful, threatening, abusive, hateful, offensive, discriminatory, defamatory, obscene, vulgar, pornographic, profane or indecent;
- promotes, directly or indirectly, the use or supply of tobacco products or therapeutic goods;
- impinges on any other user's use or enjoyment of the Website;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- contains any computer viruses or other harmful component; or
- contains any 'prohibited content' or 'potential prohibited content' within the meaning of Schedule 5 of the *Broadcasting Services Act 1992* (Cth).

Any Content that you send to, or attempt to include in the Website may be made publicly available to all users of the Website and MFC accepts no responsibility for third party use of that Content. Whilst under no obligation to do so, MFC retains the right to review, edit, and remove any information whatsoever from any part of the Website at any time and without notice to you.

If you access any personal information about other individuals through the Website, you must keep that information confidential unless you have their consent.

If we issue you with a password that permits you to access certain parts of this Website, you must protect the security of your password and ensure that it is not easy for others to guess. You must also protect the security of your email account used to register, as we may send password reminders to that account where we are requested to do so on one of the Website. You are solely responsible for any use of the Website through such access, whether authorised or not.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on the Website. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

5 Orders and donations

Content relating to goods available for ordering may be based on information provided by third parties such as the suppliers of those goods. The main example here is our current merchandise supplier, Clubshop. While we aim to ensure that information is kept current and correct, there may be some instances where goods ordered differ in a minor degree from their descriptions. Any graphics, photos, or illustrations used in relation to goods available for ordering on the Website may not be fully representative of the goods described and should be used as a guide only.

By placing any order for goods in the manner described on a Website, you make an offer to purchase the goods for the price specified on that Website at the time you place the order (Offer). We may, in our sole and absolute discretion, accept or reject any Offer made by you for any reason, including, without limitation, the unavailability of the goods, an error in the price or the goods description posted on the Website, or an error in your Offer. We do not accept orders on the Website for delivery outside mainland Australia or Tasmania. Please contact us directly if you wish to place an international order.

Cancellations of orders for goods are accepted only if your order has not been dispatched. Please contact the third party merchandise supplier directly if you wish to cancel your order (for merchandise) or MFC directly for membership orders.

Prices for goods/services displayed on the Website may change at any time at our sole discretion. You must pay to us the price for the goods/services that is displayed on the Website at the time you place an order, plus any applicable delivery and handling charges. Payment must be made with your order.

Title to the goods shall pass to you on the physical delivery of the goods to the address identified by you in your order. Risk of loss or damage to the goods shall pass to you when the goods are passed from us to our delivery provider for delivery to you. We do not insure orders, so we recommend that you nominate a secure delivery address.

Any delivery period stated on the Website is an indication only of the anticipated period for delivery of the goods, and does not form part of the agreement for sale of the goods. We may contact you if we anticipate any issues delivering your goods within a reasonable time.

If you change your mind about an item you have purchased, and wish to exchange it for something else, please contact us. If we agree, you may return the item to MFC within 14 days of receiving it, where it is in saleable condition with tags, receipt and original packaging. Delivery charges will be at your expense.

MFC will not accept returns where you have caused the goods to become unmerchantable or failed to take reasonable steps to prevent the product becoming unmerchantable or the product has become damaged by abnormal use.

6 Availability of the Website

As electronic services are subject to interruption or breakdown, access to the Website are offered on an "as is" and "as available" basis. MFC may withdraw the Website at any time and without notice to you.

7 Links to other Websites

The Website may contain links to third party Websites. MFC does not sponsor or endorse the operators or content of any linked Website. Subject to any applicable law which cannot be excluded, MFC makes no warranties or representations:

(a) regarding the quality, accuracy, merchantability or fitness for purpose of any linked Website, material or products or services; or

(b) that material on linked Website does not infringe the intellectual property rights of any person. By linking to those Website, MFC is not authorising the reproduction of material on linked Website.

8 Termination and suspension

We reserve the right, without notice and in our sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through the Website as well as the Website themselves at any time. For example, if your server is involved in any attack on any computer system, either with or without your knowledge or complicity, that server may be blocked or its access to the Website may be shut down or restricted while the problem is being investigated or fixed. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

9 Warranties

While we have made every effort to ensure that the Content is free from error, MFC does not guarantee or warrant the accuracy, adequacy or completeness of Content on the Website. All Content is provided on an "as is" basis and without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that can not be lawfully excluded, are excluded. All Content is subject to change without notice. MFC does not warrant that the Website or any linked Website will be free from viruses or defects.

10 Limitation of Liability

Subject to any responsibilities implied by law and which cannot be excluded, MFC, and its committee, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content on the Website, to any material on linked Website, or to access or use of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible. For example, under consumer protection laws in Australia, our liability for any breach of a condition or warranty that is implied by law and cannot be excluded is limited to the extent possible to us doing any one or more of the following (at our election):

- resupplying goods or services to you or supplying equivalent goods;
- repairing the goods; or
- paying the cost of having the goods or services resupplied or goods repaired.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the Trade Practices Act or any other legislation which may not be excluded, restricted or modified by agreement.

11 Indemnity

You indemnify MFC in respect of any liability incurred by MFC for any loss or damage, howsoever caused, suffered by MFC as a result of your breach of these Website Terms of Use or your use of the Website.

12 Copyright and trade marks

Except where necessary for viewing the Content on the Website or your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no Content on the Website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the prior written consent of MFC.

Images containing the MFC logo used on the Website are owned by MFC or third parties with whom MFC has an ongoing business relationship. You must not use any such image containing the MFC logo without the express written consent of MFC.

13 Acceptance and changes to these Terms of Use

You acknowledge and accept that your use of the Website indicates your acceptance of these Terms of Use. MFC may at any time vary the Terms of Use by publishing the varied Terms of Use on the Website. You accept that by doing this, MFC has provided you with sufficient notice of the variation. This Terms of Use Policy was last updated on 3 August 2016

14 Jurisdiction

The law applicable to the Website and to disputes arising out of the Website is the law of the State of Western Australia, Australia.