

## Terms of Use

This website [www.australianfoodatlas.org](http://www.australianfoodatlas.org) (**Website**) is owned and operated by Edith Cowan University (ECU), who is referred to in these Terms of Access as “we”, “us”, “our” and similar grammatical forms.

This Website is available to you (**you, your**) to access, conditional upon your acceptance of the Terms of Use.

By using and continuing to use this Website, you are agreeing to all the Terms of Use, current at the time of your use of the Website.

### 1 Intellectual property of the Website and Work

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- (a) The intellectual property in the Website including all such rights in any content, data, tool, or other materials (Work) made available to you on or through this Website remain our property and are protected by copyright laws and treaties around the world. Unless expressly authorised by us, you must obtain written permission before reproducing, distributing, or otherwise reusing any material published on this Website.
- (b) You may print and display the Work supplied solely for your non-commercial use. Except for this limited permission, you are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the Work supplied to you or which appears on this Website, nor may you use any of the Work in connection with any business or commercial enterprise.
- (c) You must ensure that any permitted use of the Work includes acknowledgement or citation as directed by us in writing.

### 2 Disclaimer as to ownership of trademarks, images of personalities and third-party copyright

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- (a) Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation.
- (b) Any trademarks/names featured on this Website are owned by the respective trademark owners. You must obtain written permission before use.
- (c) Any unauthorised use of the Work appearing on this Website may violate copyright, trademark and other rights or legal protections and could result in criminal or civil penalties.
- (d) Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

### 3 Linked Sites

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- (a) This Website and Work may contain links to other websites (**Linked Sites**), which are not operated by us.

- (b) We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of the Linked Sites.
- (c) Your use of the Linked Sites will be subject to the terms of use and service contained within each such Linked Sites, if any.

#### **4 Disclaimer of liability**

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- (a) We do not warrant or represent the accuracy, currency and completeness of any information or material available on the Website. We reserve the right to change information or material on the Website at any time without notice.
- (b) We are making the Website available for others to use the Work without assuming a duty of care to you. We are not in the business of providing professional advice and give no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website or Linked Sites on the internet.
- (c) To the fullest extent permitted by law, we hereby expressly exclude all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute Work, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any Work posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (d) We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
  - (A) acting or failing to act on any information contained on or referred to on the Website or any of the Linked Sites; and
  - (B) using or acquiring, or your inability to use or acquire, any data, service or product contained or referred to on the Website or any Linked Sites.

#### **5 Indemnity**

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You will at all times agree to indemnify, defend and hold harmless us, our directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from, as applicable their use of this Website, Work or other users' breach of the Terms of Use.

#### **6 Privacy policy**

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- (a) Our privacy policy, which sets out how we will use your information, can be found at [https://edithcowanuni.sharepoint.com/:w:/s/SGS-CorpKB/ESKtviU1w7hMt4Ch3YzIRTQBx8t\\_ZHezkrjm-ppbQU9DFg](https://edithcowanuni.sharepoint.com/:w:/s/SGS-CorpKB/ESKtviU1w7hMt4Ch3YzIRTQBx8t_ZHezkrjm-ppbQU9DFg).
- (b) By using this Website and Work, you consent to the processing described within the privacy policy and warrant that all data provided is accurate.

## **7 Amendments to the Website Terms of Use**

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- (a) We reserve the right to amend these Terms of Use from time to time at our discretion (acting reasonably) (**Amendments**). Amendments will be effective immediately.
- (b) Your continued use of the Website following any such Amendments will represent an agreement by you to be bound by the Amendments to the Terms of Use.
- (c) We suggest you check the Terms of Use regularly to ensure you are aware of the most up to date terms.

## **8 Relevant Jurisdiction**

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- (a) If any part of these Terms of Use is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Use and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These Terms of Use will be governed by and interpreted in accordance with the law of Western Australia, Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of Western Australia, Australia to determine any dispute arising out of these Terms of Use.

## **9 Prohibited Use and Login details**

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- (a) You must not share login details and keep your login details secure.
- (b) Access to the Website is provided to you on the basis that you must not misuse this Website. Accordingly, you agree not to do the following:
  - (A) Transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
  - (B) Hack into any aspect of the Website; corrupt data; cause annoyance to other users;
  - (C) Infringe upon the rights of any other person's proprietary rights;
  - (D) Send any unsolicited advertising or promotional material (spam); or
  - (E) Attempt to affect the performance or functionality of any computer facilities of, or accessed through, this Website.
- (c) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.