

## YMCA of Brisbane

### Terms and Conditions for use of websites

Effective 5<sup>th</sup> November 2013

---

#### 1. General

By using YMCA of Brisbane's web sites, you agree to be bound by these terms of use and also to the provisions of our Privacy Policy which can be viewed at <http://www.brisbaneymca.org/privacy.pdf> or a *hard copy may be obtained from any YMCA of Brisbane centre or branch.*

YMCA of Brisbane reserves the right to modify this web site and the terms and conditions governing its use, at any time. Modifications will be posted on the web site and users are deemed to be apprised of and bound by any changes to the web site.

If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms of use which will continue in full force and effect.

These terms and conditions apply to all web sites and domains registered to and owned by YMCA of Brisbane.

YMCA of Brisbane has the right to take legal action against any party should the terms and conditions within this contract be breached.

This contract is bound with a Licensing Agreement between YMCA of Brisbane & The National Council of the YMCAs of Australia.

#### 2. Disclaimer

The information on this web site is provided in good faith and YMCA of Brisbane believes it to be accurate. However, if you wish to obtain services from YMCA of Brisbane you should not rely solely on the information in this web site but should make specific enquiry concerning the nature of the services and their suitability for the use to which they will be put. Unless stated otherwise, all information on this web site is supplied without any warranty, condition or other term as to the quality of any services or their suitability for any particular purpose.

Except as otherwise provided in these 'Terms and Conditions', no part of any content or software on this web site may be copied, downloaded or stored in a retrieval system for any other purpose, nor may it be redistributed for any purpose, without the written permission of YMCA of Brisbane the YMCA of Brisbane reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this web site or if your conduct violates applicable law or is harmful to the interests of YMCA of Brisbane and its affiliates.

All content on this web site is provided to you on an "as is" "as available" basis without warranty of any kind either express or implied. YMCA of Brisbane makes no warranty as to the accuracy, completeness, currency, or reliability of any content available through this web site. You are responsible for verifying any information before relying on it. Use of the web site and the content available on the web site is at your sole risk.

#### 3. Copyright

This web site is protected by copyright laws, and is copyright property of The National Council of the YMCAs of Australia. You may download, display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use. Apart from any use as permitted under the Copy right Act 1968, you may not, in any form or by any means

- a) adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this web site;
- b) commercialise any information, products, logos or services obtained from any part of this web site, without the written permission of YMCA of Brisbane.

#### 4. Trademarks

This web site contains trademarks of YMCA of Brisbane Any reproduction or use of any of the content on this site, without the express written consent of YMCA of Brisbane or unless expressly authorised by law, is prohibited.

If you use any of YMCA of Brisbane's trademarks to refer to our activities, products or services, you must include a statement attributing those trademarks to us.

You must not use any of our trademarks

- a) in or as the whole or part of your own trademarks;
- b) in connection with activities, products or services which are not ours;
- c) in a manner which may be confusing, misleading or deceptive;
- d) in a manner that disparages us or our information, products or services.

## 5. Linked Websites

This web site may contain links to other web sites. Those links are provided for convenience only and may not remain current or be maintained.

Links to those web sites should not be construed as any endorsement, approval, recommendation or preference by us of the owners or operators of those web sites, or for any information, products or services referred to on those other web sites.

Unless stated otherwise, we have

- a) no relationship with the owners or operators of those linked web sites;
- b) no control over or rights in those linked web sites.

You link to any such web site entirely at your own risk.

Any party seeking to link to this site either directly or from within a frameset must first seek consent from YMCA of Brisbane.

## 6. Privacy

By placing or sending any information or other material with or to YMCA of Brisbane (including posting messages, uploading files, inputting data or engaging in any other form of communication) please refer to our Privacy Policy.

These Terms and Conditions or our Privacy Policy can be obtained from our web sites or any YMCA of Brisbane centre or branch.



We build strong **PEOPLE**  
strong **FAMILIES** strong **COMMUNITIES**