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## Terms of Use

### Introduction

Welcome to the [www.top8challenge.com](http://www.top8challenge.com) web site. This web site, and the information, content and services it makes available (which, collectively are referred to as the "Web Site"), is provided to you by ausEE Inc. Inc. The Top 8 Challenge is a fundraising initiative of ausEE Inc. These Terms of Use (this "Agreement") sets forth the terms and conditions governing your use of this Web Site. By accessing or using this Web Site you accept and agree to be legally bound by this Agreement and our Privacy Policy, as they may be amended or supplemented from time to time.

### Modifications to this Agreement

ausEE Inc. may make changes to this Agreement from time to time in its sole discretion, by updating this posting on this Web Site, and specifying the effective date of the new version of the Agreement. Your continued use of the Web Site following the posting of a new version of the Agreement constitutes your acceptance of any such changes. Accordingly, whenever you visit this Web Site you should check to see if a new version of the Agreement has been posted.

### Contact Information

If you have any questions or concerns with respect to this Agreement or the Web Site you may contact a representative of ausEE Inc. by e-mail at [top8challenge@ausee.org](mailto:top8challenge@ausee.org)

### Web Site Intended Audience

This Web Site is operated by ausEE Inc. from its offices in Queensland. This Web Site is directed to adults in Australia and is not intended for children under the age of 13, without adult supervision and guidance.

### Privacy

The information that we obtain through your use of the Web Site, whether collected through the registration process, submitted by you in posts to the Web Site, or otherwise, is subject to our Privacy Policy. That Privacy Policy addresses our collection and use of the data you provide to us, including your rights relative to that information. Please review the Privacy Policy before you use the Web Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, you must not use the Web Site.

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ausEE Inc. does not have any obligation to prescreen, edit, or remove any Content provided by Users that is posted on or available through the Web Site. However, ausEE Inc. will have the right (but not the obligation), in its sole discretion and for any reason, to prescreen, edit, refuse to accept, remove, or move any such Content.

### User-Submitted Content

#### Representations Made and Rights Granted

You are responsible for all Content that you submit, post, or otherwise make available to or through the Web Site. By doing so, you:

(1) represent and warrant to ausEE Inc. that such content is not confidential and that you have all necessary permission to submit, post and otherwise make available such Content;

(2) grant to ausEE Inc. and its affiliates a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute (including, without limitation, making available on-line, electronically transmitting or otherwise communicating to the public), perform, and display such Content (in whole or part) worldwide via the Web Site or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed and

(3) consent to all relevant acts or omissions in relation to your moral rights in such Content which may or might otherwise constitute a breach or infringement of those moral rights and to the extent permitted by law, waive all your moral rights in such Content.

### **Restrictions on Submissions**

You agree that you will not submit, post, or otherwise make available to or through the Web Site any Content, that:

(1) is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortious, libelous, or invasive of another's privacy;

(2) infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right;

(3) contains any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs;

(4) includes any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass e-mail to people or entities that have not agreed to be part of such mailings; or

(5) you do not have the right to submit, post, disseminate, or transmit.

Details regarding our use of personally identifiable information included in User submitted Content are set out in our Privacy Policy.

### **Complaints About Content**

If you wish to bring to our attention any unlawful activity associated with any Content posted by another User, please contact us by email to [top8challenge@ausee.org](mailto:top8challenge@ausee.org)

### **Compliance With Laws**

You agree to comply with all laws applicable to your use of the Web Site. You also agree that you will not use the Web Site in any way to:

(1) impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any Content that you submit or transmit through the Web Site;

(2) disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other Users' ability to engage in real-time exchanges;

(3) interfere with, disrupt, or harm in any way the Web Site or servers or networks connected to the Web Site;

(4) electronically stalk or otherwise harass another User;

(5) engage in any activities that would violate the personal privacy rights of others, including but not limited to collecting and distributing information about other Users without their permission, except as permitted by applicable law; or

(6) use the Web Site in violation of any applicable laws or regulations, or any rules or guidelines established by ausEE Inc.

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Certain legislation, including the Trade Practices Act 1974 (Cth), may imply warranties or conditions or impose obligations upon ausEE Inc. which cannot be excluded, restricted or modified except to a limited extent. This Agreement must be read subject to those statutory provisions. If these statutory provisions apply, to the extent to which ausEE Inc. is entitled to do so, ausEE Inc. limits its liability in respect of any claim under those provisions to, at ausEE Inc.'s option, the supplying of the services again; or the payment of the cost of having the services supplied again.

### Limitations of Liability

AUSEE INC. AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA THE WEB SITE. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT.

ADDITIONALLY, TO THE FULL EXTENT PERMITTED BY LAW AUSEE INC. OR ITS AFFILIATES WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE, THE WEB SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEB SITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE; OR (5) ANY OTHER MATTER RELATING TO THE WEB SITE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT AUSEE INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

### Indemnification

You agree to indemnify and hold harmless ausEE Inc., its directors, officers, employees, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Agreement; or (2) the Content you submit, post, or transmit through the Web Site.

### Modification or Suspension of the Web Site

ausEE Inc. may at any time modify, discontinue, or suspend its operation of this Web Site, or any part thereof, temporarily or permanently, without notice to you.

### Termination of Your Access

ausEE Inc. may at any time terminate your use of the Web Site, or any part thereof, and may remove or delete any or all of your Content within the Web Site, without prior notice to you, for any reason that ausEE Inc., in its sole discretion, deems appropriate.

**Severability of Agreement**

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

**Applicable Law**

This Agreement and the resolution of any dispute related to this Agreement or the Web Site shall be governed by and construed in accordance with the laws of Queensland without giving effect to any principles of conflicts of law. Any legal action or proceeding between ausEE Inc. and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Queensland, and you agree to submit to the personal and exclusive jurisdiction of such courts.

**Privacy Policy****Welcome**

Welcome to [www.top8challenge.com](http://www.top8challenge.com). This Privacy Policy is designed to tell you about our practices regarding collection, use, and disclosure of information that you may provide via this site. Please be sure to read this entire Privacy Policy before using or submitting information to this site.

**Your Consent**

By using this site, you agree to the terms of this Privacy Policy and the [www.top8challenge.com](http://www.top8challenge.com) Terms of Use. Whenever you submit information via this site, you consent to the collection, use, and disclosure of that information in accordance with this Privacy Policy.

**About Children**

This site is not intended for children under the age of 13. We will not knowingly collect personally identifiable information via this site from visitors in this age group. We do, however, collect information about children and babies from their parents. We ask that our users not provide information about a baby or child without first getting the parents' consent. We encourage parents to talk to their children about their use of the Internet and the information they disclose to Web sites.

**Information You Provide**

This site actively collects information from its visitors both by asking you specific questions and by permitting you to communicate directly with us via e-mail, feedback forms, and/or forums. Some of the information that you submit may be personally identifiable information (that is, information that can be uniquely identified with you, such as your full name, address, e-mail address, phone number, and so on).

**Passive Information Collection**

As you navigate through this site, certain anonymous information can be passively collected (that is, gathered without your actively providing the information) using various technologies, such as cookies, Internet tags or web beacons, and navigational data collection (log files, server logs). Your Internet browser automatically transmits to this site some of this anonymous information, such as the URL of the Web site you just came from and the Internet Protocol (IP) address and the browser version your computer is currently using. This site may also collect anonymous information from your computer through cookies and Internet tags or web beacons. You may set your browser to notify you when a cookie is sent or to refuse cookies altogether, but certain features of this site might not work without cookies.

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Except as otherwise stated, we may use information collected via this site to improve the content of our site, to customize the site to your preferences, to communicate information to you (if you have requested it), for our marketing and research purposes, and for any other purpose specified. We may use personally identifiable information to contact you in relation to a transaction (e.g., we may telephone you to update you on the delivery status of an order for goods). In addition, we may make full use of all information acquired through this site that is not in personally identifiable form.

If you provide personally identifiable information to this site, we may combine such information with other actively collected information unless we specify otherwise at the point of collection.

**Public Areas**

Our site also has public areas such as forums and message boards. Please remember that any information you share in these areas becomes public, so you should be careful about what you disclose.



## Terms of Use & Privacy Policy (effective 1 May 2010)

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By agreeing to these rules, you warrant that you will not post any messages that are obscene, vulgar, sexually-oriented, hateful, threatening, or otherwise violative of any laws.

The owners of [www.top8challenge.com](http://www.top8challenge.com) reserve the right to remove, edit, move or close any thread for any reason.

### **Access, Correction, and Deletion**

To keep personally identifiable information that you provide via this site accurate, current, and complete, please contact us as specified below and we will take appropriate steps to update or correct such information in our possession, or to delete your information from our contact list. If we no longer need personally identifiable information for any of the purposes referred to in this policy, we will take reasonable steps to either destroy or de-identify your information.

### **Security**

This site takes reasonable steps to protect personally identifiable information as you transmit it to our site and to protect such information from loss, misuse, and unauthorized access, disclosure, alteration, or destruction. You should keep in mind that no Internet transmission is ever completely secure or error-free. In particular, e-mail sent to or from this site may not be secure.

### **Links to Other Web Sites**

This site may contain links or references to other Web sites to which this Privacy Policy does not apply. We encourage you to read the Privacy Policy of every Web site you visit.

### **How to Contact Us**

[www.top8challenge.com](http://www.top8challenge.com)

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