



# Terms and Conditions Web Site Usage

## Legal Notices

### Terms and Conditions of Use

Please read these terms and conditions carefully before using this web site.

This Website is operated by Youth Excel ABN 73 603 488 606 ("YXL") under the domain name "www.youthexcelcom.au" ("the Website"). The Website is operated on behalf of YXL and its related bodies corporate. Except for this paragraph, a reference to YXL in this notice includes any related bodies corporate.

By using the site or downloading materials from the site, you agree to abide by the terms and conditions as set out in this notice and in our Privacy Policy (together, "the Terms"), also accessible on the Website.

You acknowledge that access to some parts of the Website may be provided subject to the acceptance of additional requirements or restrictions to those set out in the Terms. In the event of an inconsistency between these Terms and any additional requirements, the additional requirements will prevail to the extent of the inconsistency.

The Terms are subject to change at any time without notice and are effective as soon as posted to the Website. Your continued use of the Website constitutes acceptance of any modification to the Terms.

### Use of content on the Website

Your use of our website is subject to the following terms and, by using our website, you agree to be legally bound by them. This applies whether you register your details with us or not. Please read these terms carefully before using our website. If you do not agree to these terms, please do not use our website.

We may revise these terms from time to time. Please read these legal statements from time to time to review them, since you are legally bound by them. Certain areas of our website may be subject to additional terms, or terms that supersede these ones. You will be informed of this on those pages.

You may use our website without registering your details with us. Certain areas of our website will only be available to you if you register. Unless explicitly stated, no part of this Website forms part of the terms and conditions under which a program, product or service is provided and is not an offer to enter into a legally binding contract.

### Accessing the Website

You are permitted to print and download extracts from our website for your own use only (and on no account for commercial purpose), provided that:

- a) you agree not to interrupt or attempt to interrupt the operation of the site in any way.
- b) you do not modify any documents or their related graphics in any way
- c) you do not use graphics separately from corresponding text
- d) our Intellectual Property Notice and this license notice appear with all copies so printed and downloaded.

This license does not extend to the commercial use of our website, any collection or use of any product listings, descriptions of our programs or services, our pricings or any access to, and downloading of details of any third party who may be identified from any of the contents of our website.

YXL may, at any time and without notice or liability, suspend or discontinue access to the Website or any part of it and terminate any rights provided to access it. You agree to destroy any copy of content sourced from the Website in the event of such termination.

You may not use our website for any fraudulent or illegal purpose or about a criminal offence.

You may not post or transmit material to, from or through our website that may be threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial or religious hatred, discriminatory, scandalous, inflammatory, blasphemous or that may infringe the rights of any third party.



You may not cause annoyance or inconvenience to any person by using our website.

YXL shall co-operate with any law enforcement authorities or court order requesting or directing YXL to disclose the identity or locate anyone posting any material in breach of any of these provisions.

## External Links to the Site

You are granted a non-exclusive and revocable license to create a hyperlink to our home page. Your hyperlink must not portray YXL, our products, programs and services, our agents, associates and affiliates in an offensive manner, or be misleading or false.

You must obtain prior written approval from YXL before linking to the Website except where:

- a) the link does not use our trademarks as part of the link;
- b) the link contains only the words "Youth Excel";
- c) when activated, the link directs the user to 'www.youthexcel.com.au';
- d) the link opens in a full-sized, fully operable browser window not forming part of the linking site screen;
- e) the link does not in any way create the impression of endorsement or association of the linking entity with YXL, nor attempt to devalue the goodwill associated with YXL or its trademarks.
- f) YXL reserves the right to revoke this consent to link at any time in its sole discretion.

## Links to Other Websites

Links to third party websites on our website are provided solely for your convenience. If you use these links, you will leave our website. YXL has not reviewed these third-party websites and does not control and is not responsible for them or their content or availability. YXL does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them.

If you decide to access any of the third-party websites linked to our website, you do so entirely at your own risk.

## Disclaimer

While we endeavour to ensure that the information on our website is correct, YXL does not make any warranties or representations about the accuracy and completeness of the material on it. YXL may make changes to the material on the website, or to the products, programs and prices described in it, at any time without notice. The material on our website may be out of date, and YXL makes no commitment to update such material. YXL expressly disclaims liability for errors and omissions in the contents of our website. Users should seek appropriate advice before proceeding on the basis of any information.

The material on our website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with our website on the basis that YXL excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the website.

YXL accepts no responsibility for any loss which may arise from reliance on any information contained on this website or any other sites linked from this site. You agree that YXL is excluded from all liability of any kind arising from any third-party content or information on or linked from this site.

In no event shall YXL be liable to any party for any loss or damages incurred in connection with the use of the Website or any content on the Website.

You acknowledge that use of the Internet is not guaranteed to be continuous or error free. The YXL shall not be liable for damage, costs or loss arising from events outside its control including without limitation flood, fire, theft, power outage, terrorist attack, loss or interruption of communications service, or strike.

You acknowledge that any reliance on any content on the Website is at your sole risk and YXL accepts no responsibility for any party's use of or reliance on the content or any part.

## Indemnity

You agree to indemnify YXL from any claim for loss or damages suffered by YXL in connection with your use of the Website or your breach of the Terms.



## Information Provided By You

We regard your privacy as important and the details that we collect from you, if you have chosen to provide them to us, is to enable us to send you information about products and services in which you register an interest. Please view our Privacy Policy for further information on our policy.

By providing us with your information you consent to us processing it for the purposes outlined in our Privacy Policy.

It is a requirement of using this site that at all times you will provide true and accurate details in registration forms and via other information request points on our site and also that you do not share any log in details with third parties without our express consent. You agree to notify us immediately if you suspect that a password used by you has been used by a third party.

If you provide or YXL has reasonable grounds to suspect that you have provided any information that is untrue, inaccurate, not current or incomplete, YXL has the right to suspend or terminate your use of our site and refuse any and all current or future use of the site (or portion of the site.)

Apart from your personal information, which is covered by our Privacy Policy any other material that you may post to our website will be considered non-confidential and non-proprietary. YXL shall have no obligations with regard to such material. YXL shall be free to copy, disclose, distribute, incorporate and use this material and all things embedded in it for its own commercial and non-commercial purposes.

If you choose to provide us with information via a form on the YXL website we will use that information only to complete the request specified by that form, or to update you regarding similar products and services to those purchased.

If you choose to complete any YXL form, we will collect your information by an automated process.

We will not share your information with any third party, other than as described above in Your Use of the YXL Website and our Privacy Policy.

We do not create individual profiles with the information that you have provided.

We will retain the information provided by you only for so long as is reasonably appropriate under the Commonwealth Privacy Act 1988 as amended from time to time.

You warrant that any information or know-how you submit via the Website will not be proprietary, confidential, nor violate the intellectual property rights of any party. You further agree that YXL may use or deal with any information or know-how received via the Website without charge or restriction.

You warrant that you shall not, provide any information or materials to YXL that are defamatory, threatening, obscene, harassing, or otherwise unlawful.

## Copyright Statement

All content within our website and software, passwords and code used or supplied in connection with its operation is the property of YXL or its licensors unless stated otherwise. For further details of our policy with regard to all of our intellectual property, please see our Intellectual Property Statement.

You expressly agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of this website or connected YXL websites or content, products or service made available via those sites. Except as expressly provided, YXL reserves all intellectual property rights in respect of any content on the Website.

## Jurisdiction

The laws of the State of Queensland, Australia shall govern the interpretation of the Terms, without giving effect to the conflict of laws provisions, and all parties submit to the jurisdiction of the courts of this state. If any part of the Terms is found to be invalid or unenforceable, it shall be severed without effecting the remainder.