

## **Website Terms and Conditions of Use**

### **The Resolution Centre Queensland Pty Ltd trading as Brisbane Mediations**

#### **1. About the Website**

- 1.1 Welcome to [www.brisbanemediations.com.au](http://www.brisbanemediations.com.au) (the "Website"). The Website provides you with an opportunity to browse details of our services, panel members and costs (the "Services"). The Website provides this service by way of granting you access to the content on the website, and allowing you to submit online enquiries (the "Enquiry Services").
- 1.2 The Website is operated by The Resolution Centre Queensland Pty Ltd trading as Brisbane Mediations ABN 56 418 826 965 ("Brisbane Mediations"). In these terms and conditions "we", "us" and "our" refers to The Resolution Centre Queensland Pty Ltd trading as Brisbane Mediations.

#### **2. Acceptance of Terms and Conditions**

- 2.1 By using, browsing, and/or reading the Website, this signifies that you have read, understood and agree to be bound by these terms and conditions. If you do not agree with the terms and conditions, you must cease usage of the Website, or any of the Services immediately.
- 2.2 We reserve the right to review and change any of these terms and conditions by updating this page at our sole discretion. When we update these terms and conditions, we will use reasonable endeavours to provide you with notice of updates. Any changes to these terms and conditions take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of these terms and conditions for your records.
- 2.3 Our services are provided to adults over the age of eighteen (18) years. By proceeding, you acknowledge that you are over 18 years of age.

#### **3. Content of this Website**

We strive to keep the content on this site up to date at all times, however the accuracy or currency of the content is not warranted. By using this site you acknowledge :-

- 3.1 That the content on the website is subject to change at any time;
- 3.2 All prices quoted on the website are in Australian dollars (AUD) unless otherwise indicated;

- 3.3 Prices quoted on this website should be used as a guide only as they may change from time to time;
- 3.4 Any reliance you place on the content of this website is at your own risk;
- 3.5 If you consider that any content on this site has breached these terms and conditions please email [resolve@brisbanemediations.com.au](mailto:resolve@brisbanemediations.com.au). We will consider your objection to any such content and consider whether it should be removed at our discretion.

#### **4. Lawful Purposes**

- 4.1 You agree to use this website for lawful purposes only and in a manner that does not infringe the rights or restrict the use or enjoyment of this website by any other party.
- 4.2 You must not submit or post any defamatory, obscene, offensive or unlawful material on this website or any material that encourages contravention of any laws.
- 4.3 You must not disrupt or interfere with this website of servers or other software, hardware or equipment connected to or via the website.
- 4.4 You must not reproduce any content from this website without our express written permission, which we may withhold or grant at our discretion.
- 4.5 You must not violate any applicable law relating to your use of the website.
- 4.6 You must not use or distribute personal data or private information about other users of this website.
- 4.7 In these terms and conditions applicable law means the laws of the State of Queensland Australia.

#### **5. Registration to use the Enquiry Services**

- 5.1 In order to access the Enquiry Services, you may be required to provide personal information about yourself (such as identification or contact details), including, but not restricted to:-
  - 5.1.1 An email address;
  - 5.1.2 Preferred username;
  - 5.1.3 A mailing address;
  - 5.1.4 A telephone number;
  - 5.1.5 A password.

5.2 You warrant that any information you give to us in the course of completing the registration process will always be accurate, correct and up to date.

## **6. Security**

6.1 No data transmission over the internet can be guaranteed as totally secure and you should be aware of the risks of using websites. We do not warrant and cannot ensure the security of any information which you transmit to us.

6.2 We recommend you use appropriate and up to date firewall and anti-virus software to protect your computer and associated systems.

6.3 Once your information is received by us we will use all reasonable endeavours to preserve the security of your information.

## **7. Privacy**

7.1 Please see our Privacy Policy for information about how we protect any personal information which you provide to us, and our compliance with privacy legislation.

7.2 We encourage you to read the website terms and conditions of any linked websites prior to using or engaging with those websites.

## **8. Linked Websites**

We have no direct control over the content in any websites linked to [www.brisbanemediations.com.au](http://www.brisbanemediations.com.au) or the availability of those websites. Any hyperlink on our website to another website does not imply our endorsement or support of the operator of that website, or the content in those websites.

## **9. Cookies**

9.1 When you are using this website we may issue to and request from your device blocks of data known as “cookies”. We use cookies to provide us with information about your activities on the website. Cookies do not allow us to obtain personal information about you unless you provide it to us, or your browser settings provide the information automatically. We suggest you check your browser settings before using this website. You may delete and/or block all cookies used by this website, but if you do so, parts of this website may not work properly.

9.2 We may use the following cookies on this website:-

9.2.1 cookies which are essential to enable you to move around the website and use its features;

- 9.2.2 cookies that collect information about how visitors use the site, for example, which pages are visited the most;
- 9.3 all information collected by our cookies is aggregated, anonymous, and used to improve how the website works;
- 9.4 By using this website you agree that we can place these types of cookies on your device.

## **10. Intellectual Property Rights**

- 10.1 All content on this site belongs to us and is subject to copyright, trademark, and possibly other intellectual property rights. Content means anything that you see, read download or access on [www.brisbanemediations.com.au](http://www.brisbanemediations.com.au) including, but not limited to text, images, artwork, design, graphics, and other material or subject matter on this website.
- 10.2 You must not reproduce, publish, display or otherwise use any of the content on this site without our prior written consent.

## **11. Disclaimers**

- 11.1 No warranty is provided, either express or implied, to users of this website, and users are advised that reading content on this site is no substitute for professional advice, legal or otherwise.
- 11.2 To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
- 11.3 We are not responsible for any damage to your computer system which may arise in connection with your use of this website or any linked website.
- 11.4 We may host third party content on this website, however responsibility for that content rests with the owners of that material and we are no responsible for any errors or omissions in such material.

## **12. Indemnity**

By accessing this website you agree to indemnify us against all claims, actions, damages, costs and expenses, including legal fees arising from or in connection with your use of our website.

## **13. Jurisdiction**

These terms and conditions are to be governed by and construed in accordance with the laws of the State of Queensland, Australia and any claim made which in any way

arises out of these terms and conditions will be heard in Queensland. By using this website you submit to the jurisdiction of the Queensland Courts.

11 May 2016