



Parish Portal

Anglican Diocese of Melbourne

Conditions of Use

About this website

These Parish Portal Conditions of Use apply to the web portal owned and operated by Anglican Diocese of Melbourne ABN 79 866 748 591 (Us) under the sub-domains parishportal.melbourne.anglican.com.au (the **Parish Portal**). The Parish Portal is intended for business use only, not for personal or consumer use.

Your use of the information, graphics, text, software and materials (Content) on the Parish Portal is governed by these Conditions of Use and by using this Parish Portal you agree to be bound by these Conditions of Use.

Links to other websites

The Parish Portal may contain links to third party websites. We do not sponsor or endorse the operators or content of linked websites. Subject to any applicable law which cannot be excluded, we make no warranties or representations:

- regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, material or products or services; or
- that material on linked websites does not infringe the intellectual property rights of any person. By linking to those websites, we are not authorising the reproduction of material on linked websites.

Information available at the Parish Portal

Unless expressly stated otherwise, the Content does not:

- constitute an offer or inducement to enter into a legally binding contract; or
- form part of the terms and conditions for our products and services.

All Content, data or software distributed by, downloaded or accessed from or through this Parish Portal is for general reference and interest only unless clearly indicated otherwise. Before taking or refraining from any action in reliance on the Content or this Parish Portal, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content including any information, predictions, opinions and statements contained in this Parish Portal.

Any graphics, photos, or illustrations used in relation to products on the Parish Portal may not be fully representative of the products described and should be used as a guide only.

Availability of the Parish Portal

While we take reasonable care to ensure the Parish Portal is accurate and free from defects, viruses, worms and Trojan horses, the Parish Portal is subject to interruption, breakdown, viruses and other errors which affect electronic services. In relation to any device which you use to access the Parish Portal, we recommend that you obtain and maintain up-to-date virus, security and intrusion prevention and scanning software which is specifically designed for that device.

From time to time, we may withdraw the Parish Portal or access to it for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these Conditions of Use by you.



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User conduct

You are responsible for all of your activity in connection with accessing the Parish Portal. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Parish Portal. You must not (either yourself or through any third party):

- use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (Automated Process) to process, monitor, copy or extract any Content on the Parish Portal without our prior written permission;
- use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Parish Portal;
- take any action that imposes an unreasonable or disproportionately large load on the infrastructure or bandwidth of the Parish Portal;
- reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with the Parish Portal; or
- upload, email or otherwise transmit Content which is illegal, harmful, threatening, abusive, offensive or in breach of any person's rights, including Content which contains viruses, worms, Trojan horses.

If we issue you with a password that permits you to access certain parts of this Parish Portal, you must keep your password confidential and take all reasonable steps to prevent unauthorised access to the Parish Portal using your password.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Parish Portal. We reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

Termination and suspension

We reserve the right to discontinue, suspend or terminate your access to any service offered by or through this Parish Portal if you breach these Conditions of Use. We may also discontinue generally this Parish Portal at any time.

All provisions of these Conditions of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

Warranties

While we take steps to ensure that the Content is free from error, we do not guarantee or warrant the accuracy, adequacy or completeness of the Content. All Content is provided on an as is basis and without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that can not be lawfully excluded, are excluded. All Content including pricing is subject to change without notice.

We do not warrant that this Parish Portal or any linked websites will be free from viruses or defects.

Limitation of Liability

Our liability to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content on this Parish Portal, to any material on linked websites, or to access or use of the Parish Portal by you, howsoever caused, whether in contract, tort including negligence, statute, consumer guarantee or otherwise is limited to us doing any one or more of the following (at our election):

- resupplying the relevant services to you; or
- paying to have the services resupplied to you.



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Subject to the paragraph above, we are not liable for any consequential loss or damage, or for any loss of profit, business, revenue, goodwill or anticipated savings, however caused.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the Competition and Consumer Act or any other legislation which may not be excluded, restricted or modified by agreement.

Indemnity

You indemnify us in respect of any liability incurred by us for any loss or damage, howsoever caused, suffered by us as a result of your breach of these Parish Portal Conditions of Use or your use of the Parish Portal.

Copyright and trade marks

Copyright in the Content on this Parish Portal is owned or licensed by us, unless indicated otherwise. Except where necessary for viewing the Content on this website or your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Conditions of Use, no Content on this Parish Portal may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the prior written consent of us or our licensor(s) (as appropriate).

Trade marks used on this Parish Portal are owned by us or third parties. You must not use trade marks on this Parish Portal without the trade mark owner's consent.

Changes to these Conditions of Use

We may at any time vary the Conditions of Use by publishing the varied Conditions of Use on the Parish Portal. You accept that by doing this, we have provided you with sufficient notice of the variation.

Survival

All provisions of these Conditions of Use which by their nature should survive shall survive notwithstanding any cessation of the Parish Portal or your access to it, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

Jurisdiction

The law applicable to the Parish Portal and to disputes arising out of the Parish Portal is the law of the State of Victoria, Australia.

Anglican Diocese of Melbourne
January 2013

