

Terms of Use Statement



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AusCycling Limited (ABN 70 644 149 351) ('AusCycling') Terms of Use Statement

By using this website, you agree to indemnify AusCycling and its officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses whether direct or indirect (arising out of or in any way connected to the use of the website by you).

1. Agreement to the Terms of Use

1. This website (**Website**) is owned by AusCycling Limited. Please read the terms of use carefully before using this Website.
2. This is the official Terms of Use for the Website and associated landing pages operated by AusCycling. These Terms of Use apply to the use of the Website.
3. Your access to and use of the Website is conditional upon your acceptance and compliance with the terms, conditions, rules, notices and disclaimers contained now or from time to time in this Terms of Use Statement (collectively known as the '**Terms of Use**').
4. The Website contains content that is owned by AusCycling or third parties.
5. AusCycling reserves the right at its sole discretion to amend content on the Website or the Terms of Use of the Website at any time without notice. Your continued use of the Website constitutes your acceptance and agreement to any changes made by AusCycling to the content on the Website and includes the issue of any terms, conditions, rules, guidelines, notices and disclaimers by AusCycling which are incorporated into these Terms of Use.
6. Your use of the Website constitutes your agreement to be legally bound to these Terms of Use. If you do not agree to these Terms of Use, you should not access or use the Website. Please review our Privacy Policy which is incorporated by reference into these Terms of Use and also governs your use of the Website so as to understand our practices regarding personal information.
7. Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version. AusCycling may, in its sole discretion acting reasonably, modify or revise these Terms of Use at any time, and your continued use of the Website constitutes your agreement to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.



2. Your Use of the Website

1. These Terms of Use apply to all users of the Website, including users who are also contributors of Content on the Website. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audio-visual combinations, interactive features and other materials you may view on, access through, or contribute to the Website.
2. The content on this Website is made available to you for your personal use and enjoyment. You must not use the Website in any manner so as to restrict anyone else's use and enjoyment of the Website.
3. You may use the Content on this Website for your personal use only. You may not use the Content on the Website for any commercial purpose unless you have first obtained AusCycling's express written permission. You may not publish, reproduce, modify, transmit, distribute or otherwise commercially exploit or communicate to the public for any purpose whatsoever any of the Content on this Website whether in hardcopy form, electronic form or any other form whatsoever.
4. All Content on this Website or made available through this Website is the property of AusCycling or a third party. The Content on this Website is provided in good faith and updated regularly but we do not make any representations as to its accuracy and cannot guarantee the completeness and correctness of all the information displayed.
5. You may not, without AusCycling's express written permission, use the Content in a manner that suggests an association with any of our products, Websites or brands.
6. You must use the Website in a responsible manner and solely for lawful purposes. You must not use the Website for any activities which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standard or codes of ethics.
7. You must not use the Website in any way such as to gain unauthorised access to our operating systems or to tamper, hinder or modify the Website (or any part of the Website including any Content) or knowingly transmit any disabling features to the Website.
8. We make every effort to ensure the Website is free from any virus or computer code file or program designed to impair the performance of the Website or any computer software or telecommunications device ('Virus') but we make no representation that the Website is free from any Virus. We do not accept responsibility for any damage to or loss of your data or computer system which may occur as a result of using or accessing the Website.
9. AusCycling will use reasonable efforts to ensure that the Website is available twenty-four hours a day, seven days and week. However, AusCycling may change, suspend or discontinue the Website at any time, including availability of any content (whether or not



submitted or uploaded by you) or feature. AusCycling may impose limits or restricts your access to parts or all of the content without notice or liability.

10. You agree that AusCycling will not be liable in any event to you or any other party for any suspension, modification, discontinuance or lack of availability of the Website, the Website content or other content, whether temporary or permanent.

3. Intellectual Property

1. All intellectual property rights in relation to the Content on this Website are the property of AusCycling or its licensors, advertisers or affiliates. You obtain no interest in those intellectual property rights. All content on this Website is protected by Australian and international copyright and other intellectual property laws.
2. You may not use the Website to infringe any copyright or other intellectual property right or any moral right or to use the Website to cause the unlawful distribution of Content.
3. Except as specifically allowed on this Website, you may not copy, reproduce, republish, download, post, modify, adapt, distribute, transmit, communicate to the public or otherwise use any of the Content on this Website without the prior written consent of AusCycling or its licensors, advertisers or affiliates (as the case may be).
4. If you believe that any of your intellectual property rights have been infringed on by the Website please notify us immediately via the contact details on the AusCycling website www.auscycling.org.au

4. Third Party Content

1. You understand that when using the Website, you will be exposed to Content from a variety of sources, and that AusCycling is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive any claims or remedies you have or may have against AusCycling in relation to such Content, and, to the extent permitted by law, you agree to indemnify and hold harmless AusCycling and its officers, employees and agents from all actions, claims, suits, demands, damages, liabilities, costs or expenses regarding all matters related to your use of the Website.
2. The supply and delivery of any Content from any third-party users appearing on this Website or uploading Content is at your sole risk including in relation to any advertising or marketing promotions made by these suppliers.



3. AusCycling is not responsible for the accuracy of this information or the suitability or quality of the products and Websites of any third parties.
4. AusCycling is not responsible for any representations, opinions, advice, statements, Websites, offers, or other information or Content expressed or made available by third parties on the Website.
5. You agree that AusCycling shall not be responsible or liable for any damages or losses incurred by you as a result of any dealings had by you with third parties in relation to the Website.
6. You should contact the relevant third-party supplier directly to enquire about that information prior to entering into a transaction in relation to the third-party products and Websites published on the Website. The products, Websites and information of third parties are not provided or endorsed by AusCycling and your legal relationship is with the third-party supplier.
7. AusCycling may receive fees and / or commissions from third parties for goods displayed on the Website or sold through the Website. You acknowledge and consent to AusCycling receiving these fees.

5. Linked Sites and Policy

1. The Website may contain links and other pointers to Internet sites operated by third parties.
2. AusCycling does not control these linked sites and is not responsible for the contents of any linked site or any link contained in a linked site.
3. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the third-party site or the products or Websites provided at those sites.
4. AusCycling does not assume any responsibility or liability for the actions, products and content of these third-party sites. Your link to any such third-party site is entirely at your own risk.

6. Disclaimer

1. You expressly agree that use of the Website is at your sole risk. AusCycling nor any of its employees, agents, third party content providers or licensors warrant that the Content on the Website will be accurate or interruption-free.



2. Some legislation such as the Australian Competition and Consumer Act 2010 (Cth) and other similar consumer protection laws and regulations in other countries may confer on you rights and remedies relating to the provision of goods or Websites to you by us via the Website which cannot be excluded, restricted or modified (your 'Statutory Rights'). We exclude all conditions and warranties implied by custom, law or statute save for your Statutory Rights.
3. Save for your Statutory Rights, in respect of the Website:
 - a) all Content on the Website is provided to you without warranties of any kind, either express or implied; and
 - b) we expressly disclaim all warranties of any kind; and
 - c) to the extent permitted by law, including but not limited to any act or omission on our part, you expressly agree that we will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special and / or consequential, including loss of profits, suffered by you or claims made against you which result from any use of or access to the Website, or any inability to use or access, the Website.
4. To the extent that we are liable for a breach of a Statutory Right, our liability will be limited, so far as the law permits, at our option to:
 - a) In the case of goods supplied or offered by us:
 - i. repairing or replacing the goods; or
 - ii. paying the cost of having the goods supplied again.
 - b) In the case of Websites supplied or offered by us:
 - i. resupplying those or equivalent Websites; or
 - ii. paying the cost of having the Websites supplied again.

7. Limitation of Liability

1. Any content downloaded from the Website or otherwise obtained through the Website is done at your own risk.
2. AusCycling nor any of its employees, agents, third party content providers or licensors will be liable for any damages whatsoever arising out of your use of or inability to use the Website.



8. Indemnity

By using the Website, you agree to indemnify AusCycling and its officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses whether direct or indirect (arising out of or in any way connected to the use of the Website by you).

9. Miscellaneous

1. These Terms of Use, our Privacy Policy, and any rules of conduct or community guidelines, and any other notices, guidelines and rules published now, from time to time or in the future constitute the entire agreement between AusCycling and you.
2. These Terms of Use are governed by and construed in accordance with the laws of the State of Victoria Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Victoria and Courts of Appeal from them for determining any dispute concerning these Terms of Use.
3. We do not make any claims that the information contained on the Website is appropriate or may be downloaded in all areas, countries or jurisdictions. Access to the information contained in the Website by certain persons or in certain countries may be unlawful. If you access the Website, you do so at your own risk, and you are responsible for compliance with the laws of your jurisdiction.
4. If any provision of these Terms of Use is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

Any requests, comments, problems or questions, please contact us via AusCycling website www.auscycling.org.au

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