



## POWERtalk Australia Inc Website Terms of Use

Welcome to POWERtalk Australia Inc. These terms of use govern your use of our website located at [powertalkaustralia.org.au](http://powertalkaustralia.org.au) including all content, functionality, and services offered on or through the website.

Please read these terms carefully before using the website. By accessing or using the website, you agree to abide by these terms of use. If you do not agree with any part of these terms, then you may not access the website.

### 1. Membership and Access

**a. Membership:** POWERtalk Australia Inc. may offer membership to individuals or organizations interested in our mission and activities. Membership may come with certain privileges and obligations as outlined in our Members Manual.

**b. Access:** Access to certain areas of the website is restricted to Association members only. Members will be provided with an account and are required to provide certain information in order to access these areas.

### 2. Use of Content

**a. Intellectual Property:** The content on this website, including but not limited to text, graphics, logos, images, audio clips, and video clips, is the property of POWERtalk Australia Inc. or its licensors and is protected by copyright and other laws. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content obtained from this website without the prior written consent of POWERtalk Australia Inc.

**b. Non-Commercial Use:** This website is intended for personal, non-commercial use only. You may not use this website for any commercial purpose, including but not limited to advertising, solicitation of funds, or sales of goods or services.

### 3. User Conduct

**a. Prohibited Activities:** You agree not to engage in any of the following activities in connection with your use of the website:

- i. Violating any applicable law or regulation.
- ii. Posting or transmitting any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.

iii. Impersonating any person or entity, or falsely stating or misrepresenting your affiliation with a person or entity.

iv. Uploading, posting, or transmitting any content that infringes upon the intellectual property rights or other rights of any party.

v. Uploading, posting, or transmitting any viruses, worms, Trojan horses, or other harmful, disruptive, or destructive files.

**b. Monitoring:** POWERtalk Australia Inc. reserves the right to monitor and review user-contributed content and to remove any content that violates these terms or is otherwise objectionable, in POWERtalk Australia Inc's sole discretion.

## 4. Links to Third-Party Websites

The website may contain links to third-party websites or resources. These links are provided solely as a convenience to you and not as an endorsement by POWERtalk Australia Inc. of the contents of such third-party websites. POWERtalk Australia Inc. is not responsible for the content of linked third-party websites and does not make any representations regarding the content or accuracy of materials on such websites. Your use of third-party websites is at your own risk.

## 5. Limitation of Liability

In no event shall POWERtalk Australia Inc, its officers, directors, employees, or agents be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from your use of the website, whether based on warranty, contract, tort, or any other legal theory, and whether or not POWERtalk Australia Inc. is advised of the possibility of such damages.

## 6. Changes to Terms

POWERtalk Australia Inc. reserves the right to modify these terms of use at any time without prior notice. By using this website after any such modification, you agree to be bound by the revised terms of use.

## 7. Governing Law

These terms of use shall be governed by and construed in accordance with the laws of Australia, without regard to its conflict of law principles.

## 8. Contact Us

If you have any questions about these terms of use, please contact us at [info@powertalkaustralia.org.au](mailto:info@powertalkaustralia.org.au)

## Acceptance

By using this website, you signify your acceptance of these terms of use. If you do not agree to these terms, please do not use the website.