TERMS AND CONDITIONS

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The Terms and Conditions and any additional disclaimers, policies and legal notices displayed on our Website from time to time explain how you may use our Website and Services. It is important that you read and understand these Terms and Conditions. By accessing any information, or using the Services provided on the Website, you will be deemed to have accepted and agreed to be bound by these Terms and Conditions, as updated from time to time, whether you are a visitor simply browsing (together, **users**).

You agree that the use of the Website and Services is at your own risk. If you are under the age of eighteen (18), you must obtain your parent or guardian’s prior consent to use the Website and Services. You acknowledge and agree that using the Website and Services in any way other than what is expressly stated in these Terms and Conditions will amount to a breach of this Agreement, and this Agreement may be terminated in accordance with the provisions below.

These Terms and Conditions do not modify, restrict, or exclude any additional rights you may have under applicable laws that cannot be so modified, restricted, or excluded. If at any time you do not agree with the Terms and Conditions (or any changes to them), please do not continue to use the Website and Services.

 **1.**         **PERMITTED USE**

BMC prohibits the use of the Website or any of its functionalities, features, and content, in any manner other than expressly indicated. You agree to use the Website and Services responsibly and to comply with any applicable laws and regulations. You agree you must not interfere or disrupt the platforms, servers or networks connected to the Website. You agree you may not use the Website or Services for any purpose that is unlawful or to solicit the performance of any illegal activity or other conduct that infringes BMC’s rights or the rights of others.

You may not use the Website or Services, or any part of, for any commercial purpose or for the benefit of any third party, including but not limited to incorporating, modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting or distributing in any manner or medium (including by email or other electronic means) any content or additional information accessed or purchased through our Services, or any other communications provided by us for your own personal use, or in a manner not permitted by the Terms and Conditions.

**2.**    **SERVICES DISCLAIMER**

Our Website and Services aim to provide Vedic Rounding and Meditation classes, courses, clinics, and retreats, and information on wellness and meditation.

All information, courses, or retreats provided by BMCare not intended to diagnose, treat, cure, or prevent any disease or condition. The information contained on this Website is not intended nor is it implied to be a substitute for medical, psychological, financial, legal of other professional advice. Always seek the advice of your medical practitioner or qualified health provider when starting any new practice, exercise regime or continuing with other physical activities or with any questions you may have regarding your health or other medical conditions.

None of the content on this Website or Services represents or warrants that any practice or regime is safe, appropriate, or effective for you. To the extent that we provide any explicit or implied recommendation of any Service, such recommendation is only general and not specific to a particular individual.

Your reliance on any of our Services or information on this Website is solely at your own risk. It is your sole responsibility to inform us of any prior health conditions.

We may report on or display the success of our existing or previous clients or customers. You acknowledge that the prior success of others does not guarantee your success. As your results are based on your individual capacity, background, dedication, motivation, health, and experience. Choosing to use our information, products and Services should be based on your own due diligence and you agree that we are not liable for any success or failure that is directly or indirectly related to the use of our information, products, and Services.

The information, content, and materials (including publication), provided in our blog or on the Very Vedic Podcast are intended only to provide a summary and general overview on matters of interest. At times we may quote or refer to other products, services and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. It is your responsibility to conduct your own research and make your own determination about any such product, service and/or expert.

We may participate in affiliate marketing and may allow affiliate links to be included on our Website. This means that we may earn a commission if/when you click on or make purchases via affiliate links. We will inform you when one of the links is an affiliate link and will only affiliate with products, services, and experts that we believe will provide value to our clients and followers. You recognise that it remains your personal responsibility to investigate whether any affiliate offers are right for you. You will not rely on any recommendation, reference, or information provided by us and will conduct your own research and will rely upon your research in deciding whether to purchase the affiliate product or service.

**3. ENQUIRIES, REGISTRATION AND SUBSCRIPTION**

By subscribing to the Podcast, our blog, podcast or email newsletters, signing up or expressing interest in our courses, retreats, clinics or events, or making an enquiry via our Website, you will be added to our email and message lists. If you do not want to remain on our database, you can follow the instructions on the form to update your subscription or data preferences, unsubscribe from our email communications, or email us at any time at info@bondimeditation.com.au.

You agree that all information you provide to us through the Website will be true, accurate, current, and complete. You agree that you are responsible for all information that you submit to us, and you acknowledge that if we believe that the information provided to us by you is false, inaccurate, or misleading, we may, at our sole discretion, suspend or terminate your access to the Website and Services. For more information regarding email communications and subscriptions, please refer to our Privacy Policy.

**4. BOOKINGS**

If you are booking classes, courses, clinics, or retreats, you acknowledge you have read and agree to be bound by these Terms and Conditions, whether for yourself or on behalf of a minor. By making a booking you represent and warrant that you are at least eighteen (18) years old. If you are making a booking on behalf of a minor, you warrant you are their parent or legal guardian. If a third party is making the bookings on your behalf, you warrant you have authorised the third party to do so, and you have been advised of these Terms and Conditions.

To make a booking you will be required to set up a User Account. You agree and acknowledge that all information you provide to us for the Services will be true, accurate, current, and complete, including but not limited to your title, name, age, gender, address, and telephone number (Personal Information). You acknowledge and agree that BMC and any relevant third party of our choosing will collect your Personal Information for the purpose of the booking service and any additional services you may request. You acknowledge that if we cannot collect this Personal Information and other personal information as requested, we will not be able to process your booking and may not be able to provide you with some or all of our Services. For more information, please refer to our Privacy Policy.

You are responsible for maintaining the confidentiality of your password and account registration and are fully responsible for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security.

**Regulatory Disclaimer**

These Terms and Conditions are subject to any current and future COVID-19 regulatory or legislative provisions enforced by the NSW or Federal Government of Australia. It is your responsibility to ensure that you check the NSW Guidelines relevant and applicable upon booking any retreat, class, course or clinic (accessible at <https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health%20alert> and <https://www.smartraveller.gov.au>). If a travel warning has been issued, then you may at your discretion, choose to cancel or proceed with the booking. If you decide to proceed with the booking, you acknowledge and agree that you are doing so at your own risk, and we will not be liable for any decisions you make, or consequences thereof. If you cancel the booking, you acknowledge and agree any entitlements to refunds or compensation will be subject to the terms and conditions of these Terms and Conditions and the contract.

A booking may be cancelled due to force majeure, terrorism, natural disasters, pandemics, political instability or other external events making it unviable for BMC to uphold the booking. Where the booking has been varied or cancelled, we will use our best endeavours to provide an alternative that is substantially the same or as similar as practical to the original booking, or voluntarily offer you the right to re-schedule the Booking, at our discretion.

You acknowledge that such a necessity may arise from time to time, and any offers of compensation, refunds or claims in respect of any such variations or cancellations will be limited to those outlined in this Agreement and the Booking Agreement. Under these circumstances, we will not be responsible for any incidental expenses that you may have incurred as a result of the booking.

We reserve the right to refuse or grant refunds for the Services, pursuant to the *Competition and Consumer Act 2010* (Cth). Any requests for refunds must be detailed in writing and will only be considered when options for remedies or replacements have been exhausted.

**5. PAYMENT, REFUNDS AND CANCELLATIONS**

Payment for courses is made up front at the time of booking.

If you elect to pay via a payment plan, you will be responsible for the full fees, regardless of if you attend all or part of the course.

Re-scheduling or cancellations must be made with 48 hours of the booking. If you voluntarily decide to

withdraw from or cancel the Services following participation or once the Services have commenced, we reserve the right to count the booking as fulfilled, and there will be no refunds issued.

**Retreats**

A non-refundable deposit is required to secure a booking, with full payment due no less than six weeks prior to the date of the Retreat. We do not offer refunds for change of mind or circumstance, once payment has been made in full, unless we are able to fill the placement on the retreat.

**General**

Whilst BMC makes every effort to avoid cancellation of any scheduled programs, including classes and retreats, BMC, at its sole discretion, may cancel or reschedule your appointment at any time and for any reason prior to the scheduled time.

We note that our Services (including, but not limited to, the information provided through this Website) come with guarantees that cannot be excluded under the Australian Consumer Law. We may offer refunds or compensation, where options to resupply or re-schedule the Services have been exhausted or in circumstances where there has been a major failure, where applicable, where the Services fail to be of acceptable quality, and in exceptional cases, such as injury, illness, death or force majeure.

**Gateways and Merchants**

BMC may use payment-processing merchants to facilitate payment. By purchasing via these payment-processing merchants, you agree to comply with the terms provided by the payment-processing merchant or payment platform. We (or our payment-processing merchant) may securely collect Personal Information obtained during your purchase or transaction for the Services. By purchasing via the payment gateway, you are accepting their Terms of Use. For more information, please visit their website.

We reserve the right to change the preferred payment gateway from time to time and without notice.

**Credit Cards, Chargebacks and Payment Security**

We accept credit card payments for the Services via our payment gateway. You agree that we will not be held liable for any loss you incur arising from your payment by credit card or use of our payment gateway, unless it is caused by fraud or negligence, we are responsible for. To the extent that you provide us with your credit card(s) information for payment on your account, we shall be authorised to charge your credit card(s) for any unpaid charges on the dates set forth herein. You shall not make any chargebacks to our account or cancel the credit card that is provided as security without our prior written consent. You are responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. You shall not change any of the credit card information provided to us without notifying us in advance. BMC reserves the right to reject and/or report credit card payments that are suspected of fraud or any other illegal activity.

1. **CODE OF CONDUCT**
2. It is a mandatory requirement for all BMC clients using the studio that you have up-to-date contact details on file.
3. BMC clients must inform the instructors of any existing health issues or injuries.
4. Clients must adhere to any mandatory or regulatory health procedures implemented by BMC with respect to COVID-19 or other.
5. All BMC clients are to respect the studio or relevant space with care and respect.
6. BMC will not tolerate aggressive behaviour, violence, bullying, harassment, discrimination, or any form of verbal or other abuse, and reserves the right to remove any clients from or prevent any clients from accessing the Services on this basis.
7. Footwear must be removed prior to entering the studio or relevant space.
8. Mobile phones and electronic devices must be on silent.
9. Clients must arrive on time and are not permitted to enter the space during a meditation or practice.
10. **CONFIDENTIAL INFORMATION**

As part of the provision of Services, you may elect to share information regarding your health, medical conditions, or personal matters. BMC warrants that all information provided in this context will be treated as Confidential Information.

**Group Programs**

This clause will be applicable to all the participants of any group programs whether on-line or in person, whether the Client is the Recipient or Discloser, as the case may be.

**Obligations with Respect to Confidential Information:**

The Recipient:

1. may use Confidential Information of the Discloser only for the purposes of this Agreement;
2. must keep confidential all Confidential Information of the Discloser except:
	1. where it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Discloser;
	2. it was in, or entered the public domain at the time it was communicated to the Recipient by the Discloser; or
	3. to the extent (if any) the Recipient is required by law to disclose such Confidential Information; and
3. must destroy or return all Confidential Information immediately upon request, subject to any legal obligations the Recipient has with regards to maintaining client records.

**Media Consent & Release**

On occasions, including but not limited to group meditations, retreats or social events BMC or other clients may take photographs or video recordings (including audio). You agree unless otherwise expressly stated in writing, to authorise BMC to publish images or video recordings (including audio), for use in print, online and digital, publications, platforms and mediums for the purpose of education, marketing and/or promotion, and may also tag you on social media, that you release and hold harmless the Designer from any reasonable expectation of privacy or confidentiality or from liability for any claims in connection with the above said and understands there is no financial compensation of any type.

1. **ASSUMPTION OF RISK**

You hereby waive and release, indemnify, hold harmless and forever discharge BMC and its current and or former agents, employees, officers, directors, affiliates, successors and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that you ever had or may have, arising from or in any way related to your travel to and from, your use of or stay at BMC premises, any off- site premises, or retreat premises (together **the Premises**), any food or beverages you consume, or participation in any of the meditation, rounding, wellness or physical activities (**the Activities**) conducted by, at the Premises of, or for the benefit of BMC, provided that this waive of liability does not apply to any acts of gross negligence, intentional or wilful misconduct.

You agree to assume all risk, and take full responsibility for personal injury; infection, illness, contracting or spreading infectious diseases, death by drowning or otherwise, damage, or loss of personal property, losses of any kind whatsoever arising out of, attributable to cause by, or resulting from all travel and transport (including air travel) to and from the Premises your use of the Premises participating in the Activates and the consumption of food as part of the retreat itinerary, and for any damage you cause to property or the Premises.

You agree that you will disclose and advise to BMC or any mental or physical health conditions and dietary requirements prior to attending the Premises or participating in the Activates. You understand that, should you delay in sharing any dietary restrictions, BMC cannot guarantee that your dietary restrictions will be accommodated, and that BMC shall not be liable for any illness or allergic reaction to any food or beverage provided for or on behalf of BMC.

You warrant you are in good health and in proper physical condition to participate in such Activities and are not aware of any medical condition, injury or impairment that may cause the participation of these Activities to be detrimental to your health, and that a qualified medical practitioner has not advised them otherwise. You acknowledge and agree in the event you become aware of any medical condition, injury or impairment that may be detrimental to your health should you participate, or continue to participate in the Activities, you will immediately disclose this to BMC, and accept any advice, adjustments or limitations to the Activities, including non-participation in the Activities that are decided upon by BMC, or provide evidence of a medical certificate from a qualified medical practitioner if required.

You acknowledge and agree in the event of an injury to you that renders you unconscious or incapable of making a medical decision, you authorise your Emergency Contact, BMC, and/or emergency medical personnel to make any emergency medical decisions on your behalf (including, but not limited to CPR and AED) and secure emergency medical care or transportation as necessary and agrees to assume all costs of emergency medical care and transportation.

YOU ACKNOWLEDGE IF YOU DO NOT AGREE TO THIS ASSUMPTION OF RISK YOU WILL NOT PROCEED WITH THE SERVICES.

1. **USER-GENERATED CONTENT**

The Website (and any of our other digital platforms, mobile applications, or social media accounts or during a course or program) may allow you to post information, photos, content, user submissions and/or upload materials, including video and features such as live chat and forums (**User-Generated Content**), whether through external websites or otherwise. It may also allow you to see User-Generated Content submitted by others.

You agree you are responsible for your User-Generated Content, which includes but is not limited to, any data, text, files, information, usernames, images, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other materials that you submit, post or display on or via the Website, or is in any way connected with Services.

You acknowledge we have the right, but not the obligation, to monitor and review User-Generated Content, and from time to time we may, at our sole discretion and without prior notice to you, remove or edit any of your User-Generated Content that we find you may not have the permission to post, is offensive, or for any other reason. You agree to indemnify us against all liability claims or proceedings whatsoever arising from the publication of your User-Generated Content. You acknowledge and agree that we do not authorise, condone, or endorse any User-Generated Content, and are not responsible for the accuracy, legality or decency of such content. You are responsible for verifying the veracity of any claims or statements made in any User-Generated Content.

**9. THIRD-PARTY LINKS**

The Website may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible for the information, services, or resources of any third parties, nor do they imply any endorsement by, or affiliation with us. We do not guarantee, represent, or warrant that the content of any third party is accurate, legal, or inoffensive, or that they will not contain viruses or otherwise impact your hardware or software. Unless otherwise stated, these Terms and Conditions only cover the use of this Website and our Services. Any other link will be covered by the terms and conditions of that website or resource, of which we are not responsible either directly or indirectly. You acknowledge it is your sole responsibility to assume all risk arising from your use of any such websites, services, or resources.

**10. MAINTENANCE**

BMC is responsible for the support and maintenance of its Website only. We may at any time and without notice, modify, suspend, or terminate the operation of, or access to the Website, or any part of, for any reason, as necessary to perform maintenance, error correction or other changes. You acknowledge that we may make changes to the Website or Services provided through the Website. Access to the Website may depend on telecommunications, Internet service providers and other external factors; we therefore do not guarantee the availability of the Website all times or at any specific times.

**11.**   **PRIVACY &** **SECURITY OF INFORMATION**

Our Website and Services are subject to our Privacy Policy, which forms part of these Terms and Conditions. Please ensure you read, understand, and agree to our Privacy Policy as updated from time to time.

While we will take precautions to ensure the Website is secure, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any information transmitted to, from or by us using the Website or Services, and any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take all necessary and reasonable steps to preserve the security of such information. For information on data breaches and data security, please review our Privacy Policy.

**13.** **TERMINATION**

We, at our sole and absolute discretion, may suspend or terminate your access and/or future access to the Website or Services, effective immediately, with no liability to you or any third party for the following reasons:

(a)         where you are in breach of any of the Terms of Use or any related policies;

(b)         where at any time you have committed any act of wilful or serious misconduct;

(c) if you fail to pay any fees, payments or expenses properly payable to us for our Services by the stipulated date;

(d)        where you have created a risk or possible exposure for us;

(e)         where there are unexpected technical issues or problems;

(f)          at the request of law enforcement or government authority; or

(g)         upon a request by you.

**14. DISPUTES**

In the event a dispute arises from, or in connection with, these Terms and Conditions, the party who claims that there is a dispute will give written notice to the other party, including details of the dispute and a proposed resolution. Within seven (7) days of receiving the notice, the parties will meet in order to resolve the dispute or if they are unable to do so, they will agree upon another method to resolve the dispute in good faith. All aspects of such meetings, except the fact that the meeting was held, will be privileged. If the parties do not resolve the dispute, or where the dispute remains unresolved following the meeting and the parties do not agree upon an alternate method to resolve the dispute, within twenty-one (21) days after receipt of the notice, the dispute may be referred by either party to litigation by notice in writing to the other party.

**15. WARRANTIES AND LIABILITY**

CERTAIN LEGISLATION, INCLUDING THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH), MAY LIMIT THE ABILITY TO EXCLUDE LIABILITY OR MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THESE TERMS MUST IN ALL CASES BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF WE ARE LIABLE TO YOU UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT 2010 (CTH) OR SIMILAR LEGISLATION, TO THE EXTENT TO WHICH WE ARE ENTITLED TO DO SO, WE LIMIT OUR LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: IN THE CASE OF GOODS, AT OUR OPTION: THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; THE REPAIR OF THE GOODS; THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND, IN THE CASE OF SERVICES, AT OUR OPTION: THE SUPPLYING OF THE SERVICES AGAIN; OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME, CANCEL THE SERVICES AT ANY TIME, OR OTHERWISE LIMIT OR DISABLE YOUR ACCESS TO THE SERVICES WITHOUT NOTICE TO YOU, WHERE REASONABLY NECESSARY TO PROTECT OUR LEGITIMATE INTERESTS.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND ALL CONTENT DELIVERED TO YOU THROUGH THE SERVICES ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED ‘AS IS’ AND ‘AS AVAILABLE’ FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. IN ADDITION, UNDER THE AUSTRALIAN CONSUMER LAW, THERE ARE CERTAIN CONSUMER GUARANTEES WHICH CANNOT BE EXCLUDED, INCLUDING GUARANTEES AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, SUPPLY BY DESCRIPTION, REPAIRS AND TITLE.

IN NO CASE SHALL WE, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. UNDER NO CIRCUMSTANCES SHALL WE AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF $100 AUD OR THE AMOUNT YOU PAID US, IF ANY, IN THE LAST 12 MONTHS.

BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN SUCH COUNTRIES, STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT SUCH LIMITATION IS PERMITTED BY LAW. WE SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND YOU HEREBY RELEASE US FROM ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

WE DO NOT REPRESENT OR GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND YOU HEREBY RELEASE US FROM ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM, INCLUDING ANY CONTENT ACQUIRED OR RENTED THROUGH THE SERVICES. WE ARE NOT RESPONSIBLE FOR DATA CHARGES YOU MAY INCUR FOR DOWNLOADING OR STREAMING OVER A DATA CONNECTION.

**16.**         **WAIVERS AND INDEMNITY**

BY USING THE SERVICES, YOU AGREE, TO THE EXTENT PERMITTED BY LAW,  INDEMNIFY AND HOLD US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR MISUSE OF THE SERVICES, OR, TO THE EXTENT PERMITTED BY LAW, ANY ACTION TAKEN BY US AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU SHALL NOT SUE OR RECOVER ANY DAMAGES FROM US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF OUR REASONABLE CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

**17.**         **GOVERNING JURISDICTION**

The laws of New South Wales govern this agreement, and any access to or use of our Services. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, or other such competent courts, to resolve any dispute or claim between the parties arising from or in relation to this Agreement.

**18.**         **MISCELLANEOUS**

This Agreement (and all related documents, policies, and legal notices) constitutes the entire agreement concerning your use of this Website and supersedes all previous agreements or understandings, whether written or oral, in relation to your use of this Website.

No amendment or variation of the Terms and Conditions will have any legal effect unless such amendment or variation is documented, and the parties agree and sign the document. If any part of this Agreement is held invalid or unenforceable, that part may be severed from this Agreement, and the remaining portions of these Terms and Conditions will remain in full force and effect.

The failure of a party at any time to perform any obligation under the Terms and Conditions is not a waiver of that party’s right:

(a)       to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and

(b)      at any other time to require performance of that or any other obligation under the Terms and Conditions.

These Terms and Conditions will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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