

# Terms and Conditions

Please read the following terms and conditions (**Terms of Use**) carefully as they govern your use of this Website at [www.soberinthecountry.org](http://www.soberinthecountry.org) and the social media accounts we manage and groups we administer (**Pages**, as defined in the "Social media" section of these Terms of Use, below) (collectively this Website and those Pages are referred to in these Terms of Use as the **Website** unless otherwise specified). By accessing the Website, you agree to these Terms of Use.

## **Purpose of this website :**

This Website has been established to provide information about and support in connection with alcohol use and dependency in the Australian community. The Website is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should seek the advice of an appropriately qualified healthcare professional before making decisions about your own circumstances. You should not disregard professional medical advice, or delay seeking it, because of any information contained on this Website.

## **Privacy :**

By agreeing to these Terms of Use, you also agree to our Privacy Policy which is included on the SITC website and any collection statements that we provide to you upon the collection of your personal information.

## **General disclaimer :**

To the extent permitted by law, we will in no way be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of this Website or websites of other entities which are hyperlinked from this Website (Linked Websites). This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

## **Specific warnings and disclaimers :**

The information contained on this Website is provided by us in good faith and on an 'as is' basis. The information is believed to be accurate and current as at the date the information was placed on this Website. We make no representation or warranty as to the reliability, accuracy or completeness of the information contained on this Website, or that your use of this Website will be uninterrupted or error free.

You should not act on the basis of anything contained on this Website without first obtaining professional advice specific to your circumstances. Never disregard professional mental health or medical advice or delay in seeking assistance and/or treatment because of something you have seen on this Website. You must make your own assessment of the information contained on this Website and, if you choose to rely on it, it is wholly at your own risk. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with your use of this Website or a Linked Website. You must take your own precautions to

ensure that whatever you select for your use from this Website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems. We may, from time to time, change or add to this Website without notice. However, we do not undertake to keep this Website updated and we will not be liable to you or anyone else if errors occur in the information on this Website or if that information is not up-to-date.

To the extent permitted by applicable law, all implied conditions, representations, warranties and other terms are excluded. You must ensure that your access to this Website is not illegal or prohibited by laws which apply to you or in your location.

### **Liability :**

Subject to the below paragraph, any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms of Use by law, trade, custom or usage is excluded to the maximum extent permitted by law.

Nothing in these Terms of Use excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law, Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* or any other applicable law that cannot be excluded, restricted or modified by agreement.

To the fullest extent permitted by law, SITC's liability for a breach of a non-excludable guarantee referred to in the above paragraph is limited to:

- in the case of goods supplied or offered by us, any one or more of the following:
  - 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; or
- in the case of services supplied or offered by us:
  - the supplying of the services again; or
  - the payment of the cost of having the services resupplied.

Subject to the above paragraphs in this 'Liability' section, SITC is not liable to you for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise)

arising out of or in connection with the Website, its content or all links to or from the Website.

Subject to this entire 'Liability' section, SITC's maximum aggregate liability for all proven losses and claims arising out of or in connection with these Terms of Use or the use of the Website, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$100.

**Your use of this Website :**

As a condition of your use of this Website, you warrant that you will not use this Website for any purpose prohibited by these Terms of Use. In particular, you agree not to:

- use this Website to defame, abuse, harass, stalk, threaten or otherwise offend any person;
- publish, distribute, email, transmit or disseminate any material that is unlawful, obscene, defamatory, indecent, offensive or inappropriate or will infringe any person's rights. including privacy and intellectual property rights;
- use any automated scripting tools or software;
- engage in or promote any third-party surveys, contests, pyramid schemes, chain letters, unsolicited emailing or spamming via this Website;
- impersonate any other person or entity;
- share information that reasonably identifies another person without their consent.
- upload, post, email, transmit or otherwise make available using this Website any material that you do not have a right to make available or that contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware or to utilise other computer systems for improper purposes or without authorisation; or
- breach any laws or regulations which are applicable to your use of this Website in your jurisdiction.

If you have a complaint about any content that may be published on this Website, you should contact SITC immediately.

**Copyright :**

Unless otherwise indicated, all material on this Website, including (but not limited to) text, graphics, audio and video files, information architecture and coding, is SITC's copyright property or is used under licence. All rights are reserved.

You are provided with access to this Website. You may download, store in cache, display, print or make a single copy of the information or material stored on this Website (in its unaltered form) and for your personal and non-commercial use only. Except for these purposes, and for the purposes of and subject to the conditions prescribed under the Copyright Act 1968 (Cth) (or any similar statute that applies in your state jurisdiction), you may not, in any form or by any means:

- adapt, reproduce, store, distribute, transmit, print, display, perform, link to, "frame", mirror, publish or create derivative works from any part of this Website; or
- commercialise any information, products or services obtained from any part of this Website, without our written permission. If you wish to make any other use of the material on this Website, you must obtain our permission before doing so.

### **Licence :**

When you use the Website, you may have the ability to upload pictures, photographs, graphics, information, comments, content, communication, text or other material to the Website (including posts to any of our Pages on social media platforms) (**User Content**).

Any User Content you upload to the Website: (a) may be accessed and viewed by the public or the other members of any private group you post it to; and (b) can be used by us in accordance with the licence terms set out in this section. If we seek to use your User Content posted to the Website for promotional purposes or for re-publication on any of our Pages on social media platforms, we will obtain your separate consent.

You agree to be solely responsible for any User Content you upload to the Website. You warrant and represent that any User Content you upload to the Website will not violate these Terms of Use.

You retain all intellectual property rights in the User Content you upload to the Website. By uploading the User Content, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, transferable and worldwide licence (including the right to sub-license) to use, adapt, copy, communicate, reproduce, modify, display, exploit, publish, re-distribute, broadcast, transmit, create derivative works from and incorporate in other works, at any time in the future in any form, that User Content, for the purposes of:

- operating our Website and Pages on social media platforms, including publishing or removing your User Content or editing your User Content in accordance with these Terms of Use, for the specific group or groups in which you have posted the User Content;
- communicating with you, if we wish to use your User Content for broader purposes;
- with your consent (which we will seek in connection with each post we may wish to use), publishing your User Content on our other Pages or Website, or

other channels and media, including publicly outside of the private group you posted the User Content in; and

- with your consent (which we will seek in connection with each post we may wish to use), to advertise and promote our Website and services.

You consent to your User Content being altered, edited or adapted by us for any reason, including to ensure your User Content does not infringe these Terms of Use. To the extent that you have any moral rights (pursuant to the *Copyright Act 1968 (Cth)*) in the User Content, by agreeing to these Terms of Use, you provide an irrevocable and unconditional consent in favour of us, our successors, assignees, licensees and any other person authorised by any of them to use, modify or deal with your User Content (whether or not currently in existence) to: (a) perform, exhibit, reproduce, adapt and communicate any part of your User Content in any medium and anywhere in the world without attributing you or any other person as an author of or contributor to that User Content; (b) do any act or omission that would constitute a derogatory treatment of your User Content; (c) make any use of your User Content that may falsely attribute authorship of the User Content to another person; (d) delete or adapt or change any of your User Content in any way, including by addition to or subtraction from your User Content; or (e) combine or juxtapose your User Content with anything else.

Where the User Content uploaded by you to the Website contains material from third parties, you warrant that you have obtained the moral rights consents described in the above paragraph from such third parties.

We may access or examine any User Content and at our discretion monitor, move, remove, block, modify, edit, refuse to upload or disable access to User Content which we consider, in our sole discretion, to breach any law or these Terms of Use or to be otherwise unacceptable.

You acknowledge that we: (a) have no responsibility or liability for the deletion or failure to store any User Content uploaded by you or any other user on the Website; and (b) are not responsible for any User Content uploaded to the Website by you or any user nor under any obligation to monitor, move, remove, block, modify, edit, refuse to upload or disable access to it.

You represent and warrant that: (a) you own the User Content or have the necessary licences, rights, consents and permissions to publish the User Content you upload on the Website; (b) you have the right and power to grant the licence contained in this section to us; (c) the User Content uploaded by you will not infringe the intellectual property rights of any third party; and (d) you will not upload User Content that will cause you to breach these Terms of Use, in particular under the section "Your use of this website".

You understand that we do not guarantee any confidentiality with respect to any User Content you upload to the Website.

You acknowledge and agree that we are under no obligation to take legal action in relation to commencing, defending, enforcing, settling or compromising (as appropriate) any infringement, claim or action relating to your intellectual property rights in User Content or our content.

**Trade Marks :**

All trade names, trademarks, service marks and other product and service names and logos (“Marks”) displayed on this Website are proprietary to their respective owners and are protected by applicable trademark and copyright laws. These Marks may be our registered or unregistered Marks or may belong to others and are used on this Website with permission of the relevant owner. Nothing contained on this Website should be construed as granting any licence or right of use of any Mark which is displayed on this Website without the express written permission of the relevant owner.

If you use any of our Marks to refer to our activities, products or services, you must include a statement attributing that Mark to us. You must not use any of our Marks:

- in or as the whole or part of your own Marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages us or our information, products or services (including this Website).

**Privacy :**

Any Personal Information submitted by you (whether personal information of you or another individual which you have the necessary consents to provide) to us is subject to and will be handled in accordance with our Privacy Policy. Our Privacy Policy can be found [here](#). You agree that, by using the Website or communicating with us, you have read the Privacy Policy, understood its contents and consented to its requirements.

You must not upload or post any personal information of another individual to the Website unless you first make them aware of our Privacy Policy and have their consent to upload such personal information.

**International Use :**

We make no representation or warranty that any offering or content accessible through the Website is appropriate or available for use in locations outside Australia. If you choose to access the Website from other locations, you do so at your own risk and are responsible for compliance with all applicable laws. You are not authorised to access the Website from any location where doing so would be illegal.

**Linked Websites :**

This Website may contain links to Linked Websites. Those links are provided for convenience only and may not remain current or be maintained. We have no control over or rights in any Linked Website that is not our own. The inclusion of a Linked Website should not be construed as any endorsement, approval, recommendation or preference by us of the owners or operators of the Linked Website or for any information, product or service referred to on the Linked Website.

Your use of any Linked Website is entirely at your own risk, and you will be bound by the terms and conditions (if any) posted on the Linked Website and not by these Terms of Use.

We are not responsible for the privacy practices of any third-party social media or other service providers you can access through this Website.

### **Your visit to our Website :**

We may use cookies (small data files that are stored on your computer) to collect anonymous traffic data and to improve your Website user experience. You can remove or block cookies using the settings in your web browser, but this may impact your ability to use the Website.

We may also collect and store information about your visit to the Website, including:

- the name of the domain from which you accessed the internet;
- the date and time you accessed the Website;
- the internet address of the website from which you linked directly to the Website;
- the pages you accessed while visiting the Website;
- the type of device from which you accessed the Website; and
- the location from which you accessed the Website.

All of this information we collect outlined in this section is aggregated and cannot be used to identify you individually. This information is used to measure visitor numbers and to assess how the Website was used in order to maintain its effectiveness. We do not collect this information for any type of online advertising.

### **Website membership :**

There may be additional Terms that will apply if you register as a member of this Website. Website membership enables you to contribute to the interactive elements on this Website, such as the discussion forums and other interactive pages. Regardless of whether you register, your use of this Website constitutes acknowledgement that the views of members posting queries, comments or statements on this Website are not necessarily our views and are not necessarily endorsed by us. If you have a complaint about any content that may be published on this Website, you should contact us.

### **Social media :**

We have a number of social media accounts, which currently include Facebook, Twitter, YouTube, Instagram and LinkedIn (collectively known as our **Pages**). All content on our Pages is subject to individual terms of use, privacy policy and privacy notices as outlined by each social media provider. By interacting with our Pages, you agree to be bound by the terms of use of the relevant social media provider. If there

are circumstances where we collect your information from a post that you have made via our social media accounts, this will be done in accordance with our [Privacy Policy](#) and any SITC collection statements that we notify you of on those platforms.

**General :**

In these Terms of Use, "Sober in the Country" and "SITC" means Sober in the Country ACN 636 739 645 and "we" and "us" refer to "SITC", and "our" has a similar meaning. "Website" means the whole or any part of the web pages located at <https://www.soberinthecountry.com.au> and includes the layout, individual design elements, underlying code elements and any text, sounds, videos, graphics, animated elements or other content contained on this Website and Pages and our content or other member's content posted to our Pages. We may change these Terms of Use at any time without notice. Any amendment will be effective immediately. Your continued use of this Website after any amendment constitutes an agreement by you to comply with, and be bound by, the amended Terms of Use. Accordingly, you should access and read the Terms of Use from time to time for changes.

These Terms of Use are governed by the laws in force in New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use or this Website.

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