

Terms of Use

Friends of Queens Park Bushland Website Terms and Conditions

By using or accessing this site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, please do not use this site.

1. Governing law

Friends of Queens Park Bushland controls and operates this site from its offices within Australia. These Terms of Use are governed by the laws of the State of Western Australia. You and *Friends of Queens Park Bushland* agree to submit to the non-exclusive jurisdiction of the courts of Western Australia. If you choose to access this site from another location, you are responsible for compliance with applicable local laws.

2. Revisions to Terms of Use

Friends of Queens Park Bushland may revise or amend these Terms of Use at any time at our absolute discretion by posting revised terms. You agree that, in the event that any portion of these Terms of Use is found to be unenforceable, the remainder of these Terms of Use remain in full force and effect. Any revisions will be effective immediately. By continuing to use this site after any revision becomes effective, you agree to be bound by the revised Terms of Use.

3. Site contents, ownership, and use restrictions

The material on this site is protected by copyright under the laws of Australia and other countries through international treaties.

Unless otherwise indicated and except for information directly from or links to third-party websites, all rights (including copyright) in all content, other material and compilations contained in, or used to create or support this site including text, graphics, logos, button icons, video images, audio clips and navigational and other software (collectively referred to as the Contents) are owned or controlled, and are reserved by *Friends of Queens Park Bushland* and its related companies, affiliates, licensors and licensees.

4. Information from and Advertising and Links to Third Party Websites

This site may contain information from or hyperlinks and other pointers to internet websites operated by third parties. Such information or websites are not under the control of *Friends of Queens Park Bushland* and *Friends of Queens Park Bushland* is not responsible for the contents of any such information or website. *Friends of Queens Park Bushland* provides such information and hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the linked website by *Friends of Queens Park Bushland*. You rely on such information or websites entirely at your own risk.

You are referred to the relevant third party websites for all information regarding the third parties' products and/or services. Third parties are solely responsible to you, subject to their conditions, for all issues relating to their website including information, goods, services, prices and the delivery of any goods or services you purchase on the third party website.

5. Personal, non-commercial use

Permission is granted to display, copy, distribute, download, and print in hard copy portions of this site solely for the proper and reasonable purposes of:

1. Placing an order with *Friends of Queens Park Bushland* Business; or
2. Using this site as a shopping resource, provided that you do not modify the site and that *Friends of Queens Park Bushland* retains all copyright and other proprietary notices contained in the Contents.
3. You must not, without our prior written permission, exploit any of our site materials for commercial purposes or other purposes that are not expressly permitted under these Terms of Use.

6. Prohibited conduct

You are not authorised, without the prior written permission of *Friends of Queens Park Bushland* and any other owner of rights in content that you access via the site, to reproduce, frame, download, store (in any medium), communicate, show or play in public, adapt, change, or create a derivative work from that content.

No trademark (whether registered or otherwise) that is contained on this site or otherwise used by *Friends of Queens Park Bushland* may be used without our prior, specific, written permission or that of the trademark owner.

7. We can use your feedback

You grant *Friends of Queens Park Bushland* an irrevocable, non-exclusive licence to use any material, information and ideas that you transmit to this site or otherwise provide to *Friends of Queens Park Bushland* from the time you authorise it to be sent. You agree that we can use and adapt any ideas, concepts, techniques, words, images or other content contained in these transmissions for any purpose and without restriction or compensation.

User conduct and indemnity

8. General prohibitions

You must not upload, post, transmit or otherwise make available through this site any material which:

1. violates or infringes the rights of others (including their privacy and intellectual property rights);
2. is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
3. encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law; restricts or inhibits any other user from using the site;
4. affects the functionality or operation of the site or its servers or the functionality or operation of any user's computer systems (e.g. by transmitting a computer virus or other harmful component, whether or not knowingly); or
5. breaches any standards, content requirements or codes promulgated by any relevant authority, including authorities that require *Friends of Queens Park Bushland* to take remedial action under any applicable industry code.

9. Indemnity

You agree to indemnify and will keep *Friends of Queens Park Bushland* indemnified against any claim, demand, injury, damage, loss, expense, cost or liability (whether direct or indirect) made against or suffered by *Friends of Queens Park Bushland* in connection with your use of this site, your breach of these Terms of Use or your breach of any rights of third parties.

Privacy Policy

This following document sets forth the Privacy Policy for the Friends of Queens Park Bushland website, www.friendsofqueensparkbushland.org.au

Friends of Queens Park Bushland is committed to providing you with the best possible customer service experience. Friends of Queens Park Bushland is bound by the Privacy Act 1988 (Crh), which sets out a number of principles concerning the privacy of individuals.

Collection of your personal information

There are many aspects of the site which can be viewed without providing personal information, however, for access to future Friends of Queens Park Bushland customer support features you are required to submit personally identifiable information. This may include but not limited to a unique username and password, or provide sensitive information in the recovery of your lost password.

Sharing of your personal information

We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or customer freight shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. Friends of Queens Park Bushland takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.

Use of your personal information

For each visitor to reach the site, we expressively collect the following non-personally identifiable information, including but not limited to browser type, version and language, operating system, pages viewed while browsing the Site, page access times and referring website address. This collected information is used solely internally for the purpose of gauging visitor traffic, trends and delivering personalized content to you while you are at this Site.

From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will use for these new purposes only, data collected from the time of the policy change forward will adhere to our updated practices.

Changes to this Privacy Policy

Friends of Queens Park Bushland reserves the right to make amendments to this Privacy Policy at any time. If you have objections to the Privacy Policy, you should not access or use the Site.

Accessing Your Personal Information

You have a right to access your personal information, subject to exceptions allowed by law. If you would like to do so, please let us know. You may be required to put your request in writing for security reasons. Friends of Queens Park Bushland reserves the right to charge a fee for searching for, and providing access to, your information on a per request basis.

Contacting us

Friends of Queens Park Bushland welcomes your comments regarding this Privacy Policy. If you have any questions about this Privacy Policy and would like further information, please email us via the contact form on our website - www.friendsofqueensparkbushland.org.au