

## Terms of Use

Please read the following terms and conditions (Terms of Use) carefully as they govern your use of this Website. By accessing the RALLY4EVER website (Website), you agree to these Terms of Use.

(a) Purpose of this website

This Website has been established to provide information about mental health to 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.

(b) Privacy

By agreeing to these Terms of Use, you also agree to our Privacy Statement and Privacy Policy.

(c) 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.

(d) 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 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.

(e) Your use of this Website

As a condition of your use of this Website, you warrant to us that you will not use this Website for any purpose that 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 which is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
- 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 which reasonably identifies another person without their consent (if you do share personal information about another person, please let them know about our Privacy

Collection Notice and Privacy Policy which sets out how we will handle their personal information);

- upload, post, email, transmit or otherwise make available using this Website any material that you do not have a right to make available or which 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 of the content that may be published on this Website, you should contact us.

#### (f) 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 RALLY4EVER's copyright property or is used under licence. All rights are reserved.

You are provided with access to this Website and 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 jurisdiction), you may not, in any form or by any means:

- adapt, reproduce, store, distribute, transmit, print, display, perform, 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. To ask for permission or for further information, please contact us [hello@rally4ever.org](mailto:hello@rally4ever.org).

#### (g) Trade Marks

All trade names, trade marks, 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 trade mark 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.

The following Marks displayed on this Website are our registered trade marks: RALLY4EVER, R.R. 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).

#### (h) 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 that you can access through this Website.

(i) Your visit to our Website

We 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 the information we collect 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.

(j) Website membership

There are additional Member 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, Share Your Story, the Q&A page and, if applicable, the RALLY4EVER portal.

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 of the content that may be published on this Website, you should contact us [hello@rally4ever.org](mailto:hello@rally4ever.org).

(k) Social media

We have a number of social media accounts, which currently includes Facebook, Twitter, YouTube, Instagram and LinkedIn (collectively known as our Pages). All content on our Pages is subject to individual terms of use 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.

(l) General

In these Terms of Use, "RALLY4EVER" means RALLY4EVER Limited ACN 643 385 200 and "we" and "us" refer to RALLY4EVER, and "our" has a similar meaning.

"Website" means the whole or any part of the web pages located at [www.rally4ever.org](http://www.rally4ever.org) 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.

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.

(m) Contact us

Please visit our contact us page.