

#### Introduction

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This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to SHSQ's use of cookies in accordance with the terms of SHSQ's Privacy Policy.

This policy was approved by SHSQ management committee in December 2019.

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You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

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You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without SHSQ's express written consent.



You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without SHSQ's express written consent.

#### No warranties

This website is provided "as is" without any representations or warranties, express or implied. SHSQ makes no representations or warranties in relation to this website or the information and materials provided on this website

Without prejudice to the generality of the foregoing paragraph, SHSQ does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

## **Limitations of liability**

SHSQ will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.
- For any medico-legal issues which arise from the use of the information contained within
  this website or any other SHSQ communications. All medical practitioners should use
  their professional judgement in the management of patient matters and heed the
  practice standards and guidelines associated with the relevant authorities in their
  jurisdiction.

These limitations of liability apply even if SHSQ has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit SHSQ's liability in respect of any:

- death or personal injury caused by SHSQ's negligence;
- fraud or fraudulent misrepresentation on the part of SHSQ; or



• matter which it would be illegal or unlawful for SHSQ to exclude or limit, or to attempt or purport to exclude or limit, its liability.

#### Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

## Other parties

You accept that, as a not for profit company limited by guarantee, SHSQ has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against SHSQ Committee or employees in respect of any losses you suffer in connection with the website or related communications.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect SHSQ Committee or employees, successors, assigns and sub-contractors as well as SHSQ.

## **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

#### Indemnity

You hereby indemnify SHSQ and undertake to keep SHSQ indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by SHSQ to a third party in settlement of a claim or dispute on the advice of SHSQ's legal advisers) incurred or suffered by SHSQ arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### Breaches of these terms and conditions

Without prejudice to SHSQ's other rights under these terms and conditions, if you breach these terms and conditions in any way, SHSQ may take such action as SHSQ deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.



## **Assignment**

SHSQ may transfer, sub-contract or otherwise deal with SHSQ's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

## Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **Entire agreement**

These terms and conditions, together with SHAQ's Privacy Policy, constitute the entire agreement between you and SHSQ in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

## Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Australian Law and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Queensland in Australia.

#### Variation

SHSQ may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

## SHSQ's details

- The full name of SHSQ is Sexual Health Society of Queensland Inc
- SHSQ is registered in Australian (ABN: 21046 086 467)
- SHSQ's registered address is: PO Box 1399, TOOMBU QLD, ,4012
- You can contact SHSQ by emailing shsqueensland@gmail.com

## Credit

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