

Terms and Conditions – www.centralwestmums.com.au

1. Introduction

- 1.1. The following Terms of Use (**the TOU**) of the Central West Mums website include these Terms and Conditions and the **Privacy Policy** and govern the use of www.centralwestmums.com.au (**the Website**).
- 1.2. As used in the TOU, “we”, “us” and “Central West Mums” means Central West Mums Pty Ltd [ABN 42 642 525 175].
- 1.3. By using the Website, you agree and consent to the TOU and you intend to be bound by the TOU when using the Website.
- 1.4. You must read, agree with, and accept the TOU before you can register an account and create a profile on the Website.
- 1.5. We reserve the right to vary the TOU at any time without notice. You will be bound by the updated version of the TOU and should review them wherever they are relevant to you when using the Website.

2. Use of the Website

- 2.1. The content displayed on the Website, including without limitation material such as articles, blog posts, forums, comments, reviews, information, photographs, videos, gifs, illustrations (**the Material**), are the property of or are licensed to Central West Mums and are protected by copyright and other intellectual property laws.
- 2.2. While using the Website, you must not:
 - 2.2.1. intentionally distribute viruses, malware or corrupted files;
 - 2.2.2. broadcast information that is prohibited under Clause 8.2;
 - 2.2.3. share or disclose any password associated with an Account on the Website;
 - 2.2.4. violate any applicable laws; or
 - 2.2.5. inhibit any other person from using the Website.

3. Website Material and Access

- 3.1. While we endeavour to take reasonable care sharing accurate Material on the Website, we do not guarantee the correctness, accuracy, or reliability of any of the Material on the Website.
- 3.2. We do not represent or warrant that access to the Website will be uninterrupted and we will not be liable for the Website becoming unavailable at any time or for any period.
- 3.3. We do not represent or warrant that there will be no viruses transmitted on the Website and shall not be liable for any direct or indirect damages sustained arising out of the alleged viruses obtained from the Website.

3.4. Access to the Website may be suspended without notice including without limitation in the event of code errors, virus attacks, maintenance, or reasons beyond our control.

4. Licence to use the Material on the Website

4.1. You acknowledge that the Website and the Material posted on the Website are subject to copyright and other intellectual property rights and are the whole property of Central West Mums (**Intellectual Property Rights**).

4.2. The Intellectual Property Rights are owned by us anywhere in the world and we retain all right, title, and interest in such.

4.3. The use of any Material from the Website without consent is strictly prohibited unless prior written consent is obtained from us.

5. Subscription Account

5.1. In order to receive newsletters and promotional information from time to time from the Website, you are required to subscribe to communications from the Website by providing your full name and valid email address.

5.2. You acknowledge that we will use the email address you provide as the primary method for communication with you (**Subscription Account**).

6. Contributor Account

6.1. In order to contribute Material to the Website, you are required to register an account and create a user profile (**Contributor Account**) by providing your full name, valid email address, postal address, contact number, and other contact information as required.

6.2. To open a Contributor Account, you will be required to create a password. You are responsible for keeping your password secure.

7. Business Account

7.1. In order to access sponsorship or advertising opportunities, you are required to open an account for your business (**Business Account**) which will enable you to utilise advertising and promotional features on the Website.

7.2. Your Business Account will require information such as business name, valid email address, postal address, contact person, contact number, and other contact information as required.

7.3. You agree to pay such fees as applicable through the secure [Stripe](#) payment system, operating on a subscription basis per annum.

7.4. We reserve the right to change the amount of any fees payable in accordance with the TOU.

8. Submitted Material

8.1. Any Material submitted to the Website will be deemed to be non-confidential and non-proprietary, and the Website will be entitled to use the Material for any purpose.

8.2. To the extent that you provide any Material to the Website in connection with your Contributor Account, you:

8.2.1. warrant that you have a licence of all necessary rights including intellectual property rights in relation to such Material on reasonable terms, and such licence to include the right to sub-licence those rights to the Website;

8.2.2. assign all your interests in the Material, excluding photographs submitted by Contributor Accounts, submitted to us and agree that we may use the submitted Material in any promotional or distributed campaign and any other forms of media;

8.2.3. license all your interests in the photographs submitted to us and agree that we may use the submitted photographs in any promotional or distributed campaign and any other forms of media;

8.2.4. release and indemnify the Website against any claim brought by a third party for the use of any intellectual property provided by you, including any intellectual property or third party Material which violates, or results in a violation of, the intellectual property rights of a third party;

8.2.5. indemnify us against all costs, claims, demands and damages in respect of any loss or injury arising directly or indirectly from the use of or reliance on your submitted Material.

8.3. We reserve the right to monitor Material submitted to the Website from your Contributor Account and:

8.3.1. screen, edit, redact, revise, modify, or alter any Material in our absolute discretion without notice to you, including the removal of Material;

8.3.2. remove Material that is in breach of the TOU;

8.3.3. immediately suspend or terminate your Contributor Account without notice in the event you submit Material to the Website that is in breach of the TOU.

8.4. Any Material submitted to the Website from your Contributor Account is required to be approved by the Website prior to publishing.

9. Website Etiquette

- 9.1. You must not post on the Website including without limitation Material or any other content that constitutes as junk or spam.
- 9.2. You are prohibited from posting Material which is likely to be considered:
 - 9.2.1. unlawful, offensive, defamatory, threatening, hateful, racist, pornographic, homophobic, discriminative, or infringing of another person's rights.
 - 9.2.2. inaccurate, misleading, deceptive, or fraudulent.
- 9.3. You acknowledge that by using the Website, you may be exposed to Material that you find offensive, inappropriate, or inaccurate and that you use the Website at your own risk in this respect.
- 9.4. You must not attempt to change, deface, hack or otherwise interfere with the Website or any Material displayed on the Website.

10. Third-party Websites

- 10.1. The Website may contain links to other websites for your convenience which are operated and controlled by third parties.
- 10.2. We do not control or endorse any such third-party websites and do not provide any warranty or take any responsibility for any aspect of those websites or their content or availability.
- 10.3. We disclaim any and all liability for the acts, omissions or conduct of any third parties in connection with or related to your use of the Website, including, without limitation, any liability for any third-party content or information that is available through the Website or any unauthorised use or access by third parties to your account.

11. Links to this Website

- 11.1. We support and encourage you to provide links to this Website on third-party websites or forums.
- 11.2. You may not use our logo without our prior written consent.

12. Limitation of Liability

- 12.1. To the maximum extent permitted by law, the Website and Central West Mums Pty Ltd [ABN 42 642 525 175] will not in any event be liable to you for any loss or damage arising out of or in connection with your use of the Website, content, information or Material contained on the Website, or performance of the Website, whether foreseeable or unforeseeable except to the extent that loss or damage is caused by the Website's fraud or wilful misconduct.

- 12.2. The Website and Central West Mums Pty Ltd [ABN 42 642 525 175] hereby expressly disclaims without limitation warranties of accuracy, reliability, non-infringement, or any other guarantee or representation of any information or Material contained herein or provided by the Website.
- 12.3. The Material on the Website is provided for your information only and is general in nature. It is not intended as a substitute for professional advice and you should seek professional verification on matters such as legal, health and wellness, travel, or financial opinion prior to relying on such information.
- 12.4. You acknowledge and agree that you use the Website subject to your own judgement and evaluation of the Website and that you are satisfied as to the suitability and condition of the Website.
- 12.5. You hereby forever release the Website and Central West Mums Pty Ltd [ABN 42 642 525 175] from all claims, past, present and future, arising out of or in any way connected with your use of the Website.

13. Privacy Policy

- 13.1. By using the Website, you consent to us to use your personal information in accordance with our [Privacy Policy](#).

14. Jurisdiction

- 14.1. The TOU are governed by and construed in accordance with the State of New South Wales, Australia. If a dispute arises from the TOU, you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.