

# Website Terms of Use

## Definitions

**The website:** tbtcmelbsouth.com.au

**“we,” “our” or “us”:** Telstra Business Technology Centre Melbourne South ABN 74 629 622 840

Your use of the website owned by us is subject to these Terms of Use and our Privacy Statement (collectively “Website Terms”). By using this website you will be deemed to accept the Website Terms and agree to be bound by them. The views expressed on the website are ours and not those of Telstra Corporation Limited ABN 64 086 174 781.

## Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version on this website. By continuing to use this website you will be deemed to accept the updated Website Terms and agree to be bound by them.

## No unlawful, infringing or offensive activity

You must not post or transmit to or via this website any information or material or otherwise use this website for any activity which breaches any laws or regulations, infringes a third party’s rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

## No viruses or other interference

You must not transmit to or via this website any virus or other information or material or otherwise use this website in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to this website;
- inhibits any other user from using this website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

## We may suspend or terminate your access

We may suspend or terminate your access to all or any part of this website at any time, if you breach these Website Terms in our reasonable opinion.

## Content that you submit to this website

This section applies if you submit, post, transmit or otherwise make any material available via this website (“**your content**”).

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of our business, and the right to sub-license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

By submitting content and personal information via this website, you are permitting us to contact you using these details, regardless of any other contact preferences you have expressed to us or Telstra. Your name and other details you provide with your message will be used only for the purpose of responding to your message.

### **No warranties or representations**

To the maximum extent permitted by law, we do not represent or warrant that the content on this website is accurate, reliable, suitable, or complete.

In particular, although we use reasonable care and skill in providing this website, we cannot promise that this website will be continuously available or virus or fault free.

### **Our liability to you**

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law, we exclude any liability to you that may otherwise arise as a result from your use of this website in connection with any business purpose.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation, then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

### **Your liability to us**

You are liable to us for breach of the Website Terms or negligence under the principles applied by the courts.

You are not liable to us for any loss to the extent that it is caused by us.

### **Inconsistent terms**

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of this website ("other terms"), the other terms will govern to the extent of the inconsistency.

### **No waiver for breaches**

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

### **Governing law**

The Website Terms are governed by the laws of:  
Victoria,  
Australia.

**Last Updated:** 23 March 2022]