

Website Terms of Use

1. Application of these Terms of Use

CareFlight Limited (ABN 18 210 132 023) (**CareFlight, we, our, us**) owns and operates the website at <http://careflight.org/> (**Site**). The Site is governed by these terms of use (**Website Terms of Use**), which include our Privacy Statement at http://careflight.org/privacy_statement/ (**Privacy Statement**).

Some areas of the Site are subject to specific terms and conditions, including for example our online shop. Please, refer to those terms and conditions when accessing those areas.

You (**you, your**) indicate your acceptance to these Terms of Use when you access the Site.

2. Changes to the Website Terms of Use

If we change the Website Terms of Use we will publish an updated version under the 'Website Terms of Use' link on the Site. Your access or use of the Site after an updated version of the Website Terms of Use has been made available on the Site indicates your acceptance of the Website Terms of Use as changed by us.

3. Our Content

You acknowledge that all materials displayed on the Site, including without limitation all text, graphics, advertisements, names, logos and trademarks (whether registered or not) (Our Content) are our property or the property of their respective owners, and are protected by copyright, trademark and other intellectual property laws.

All Our Content and the Site are subject to changes without notice. Changes may include imposing limits on certain features or restricting your access to parts of the Site or Our Content. Whilst we endeavour to keep information on the Site updated, we have no responsibility to update any information on the Site.

4. Your use of Our Content and Site

You may use Our Content and Site for your personal purposes only. Except where the law expressly permits, you may not otherwise in any form or by any means, use, reproduce, modify, distribute, publish or create derivative works from, or use for any commercial purpose, any part of Our Content or Site. In particular, you are prohibited from using any form of data mining, robots, or similar data gathering and extraction tools, reproducing or "framing" any pages of the Site or Our Content.

To the extent permitted by law, we make no representations or warranties about the accuracy, completeness, security or currency of Our Content and have no liability to you for your use or reliance on Our Content.

Subject to the above, we authorise you to make one (1) electronic or paper copy of the information posted on any page of the Site, provided that the copy is unaltered in form, content or otherwise and contains all proprietary notices as originally displayed in the original page or document on the Site. You may also link to internal pages within the Site, provided that you do not copy or frame Our Content.

5. No illegal use

You must not use any of Our Content or the Site in any manner or for any purpose which is illegal or prohibited by any laws.

You agree to use Our Content and the Site for lawful purposes only and not post or transmit any information or material which in any way infringes or violates the rights of others or which is unlawful, defamatory, threatening, invasive of privacy or publicity, obscene, harassing or otherwise objectionable.

6. Accounts and Passwords

If you are a registered user of the Site, you are responsible for maintaining the confidentiality of your account and password. You are responsible for all use of your username and password.

7. Links to Third-Party Sites

We may provide on the Site links to websites operated by other entities, which in turn may contain hyperlinks to further third party websites (collectively Linked Sites). Access to Linked Sites is provided for convenience only, and you are responsible for evaluating whether you want to use a Linked Site.

You acknowledge that:

- (a) when accessing and using any Linked Sites, you will be subject to their terms and conditions of use;
- (b) we do not control or endorse and we are not responsible for any features, content, products or other materials on or available from a Linked Site;
- (c) we are not a party to your relationship with the owners or operators of a Linked Site;
- (d) any rights, claims or actions you may have in respect of a Linked Site may only be brought directly against the owners or operators of the Linked Site; and
- (e) we may receive payments and/or commissions from owners or operators of Linked Sites and you will not have any claims, benefits or rights on these payments.

8. Donations and purchases

When you make a donation or purchase any services or goods that are offered through our Site (**Transactions**), you agree to abide by the terms and conditions applicable to that Transaction (including the terms of use of any associated Linked Site), including but not limited to the obligation to pay any applicable amounts.

9. Australian Consumer Law

Consumers have certain rights under the Australian Consumer Law and similar state and territory legislation (**ACL**). If you have rights under the ACL in respect of the Site, including rights arising from any statutory guarantee, nothing in the Website Terms of Use operates to exclude them.

10. Liability and indemnity

Subject to paragraph 8, and to the extent the law permits, neither we, nor our directors, officers, agents, employees or contactors are liable to you, and you indemnify and hold us harmless in respect of any and all claims, loss or damage, however, arising (whether in negligence or otherwise) in connection with:

- (a) your failure to comply with the Website Terms of Use;
- (b) your use, misuse or reliance on the Site and Our Content;
- (c) your use, misuse or reliance on Linked Sites; or
- (d) any acts or omissions by you.

11. Site Disclaimers

Subject to paragraph 8 and to the extent the law permits:

- (a) you acknowledge that your use of the Site, Our Content and Linked Sites as well as any Transactions you make are entirely at your own risk and are provided without warranty, either express or implied; and
- (b) we do not accept responsibility for any interference, loss or damage to your data, computer system, or mobile device which arises in connection with your use of the Site. Although reasonable precautions have been taken, we do not guarantee the Site will be continually available or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted through the Site.

12. Privacy

You may be asked to input information about yourself on different areas of the Site, including for completion of any Transaction. If so, we will only use that information in accordance with our Privacy Statement.

13. Termination

We may terminate your access to any part or the whole of the Site and Our Content at any time without reason or notice. The Website Terms of Use will survive such termination.

14. Jurisdiction

The Website 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 in that place.

15. Entire Agreement

These terms and conditions constitute the entire agreement between us and you. If any part of this Website Terms of Use is found invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Website Terms of Use will continue in full force and effect.