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## **1. THE WEBSITE**

- 1.1. The website [www.oneseniors.com.au](http://www.oneseniors.com.au) is provided as part of ONEseniors overall service to you.
- 1.2. By accessing or using any of the content, information, data, text, graphics, photographs and other materials on this website you agree to these Terms of Use.
- 1.3. You represent and warrant to ONEseniors that you are at least 18 years of age and otherwise have the power, authority and capacity to agree to these Terms of Use with ONEseniors.
- 1.4. In addition to these Terms of Use, your use of certain services or parts of this website may be subject to specific and additional terms. Since you are also bound by these additional terms, you should review them where they are provided on this website. The specific terms take priority over these Terms of Use to the extent of any inconsistency.

## **2. WARRANTIES**

- 2.1. ONEseniors is not responsible for any error or omission on this website and reserves the right to make changes without notice
- 2.2. ONEseniors does not guarantee that this website or Third Party Websites will be free from viruses, or that access to this website or Third Party Websites will be uninterrupted.

## **3. LIABILITY AND COMPLYING WITH LAWS**

- 3.1. These Terms of Use and your use of this website are governed by the laws of the State of Victoria. Any rights not expressly granted in these Terms of Use are reserved by ONEseniors.
- 3.2. To the maximum extent permitted by law, and except to the extent expressly specified or referenced in these Terms of Use, ONEseniors is not liable (whether in contract, tort, under statute or otherwise) for any loss, damage, or expense (including special, indirect or consequential loss, loss of profit or revenue, loss of use, legal costs and defence or settlement costs) that you or any other person incurs arising directly or indirectly out of or referable to material on this website or to Third Party Material.
- 3.3. Liability of ONEseniors for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent allowable under the relevant laws.
- 3.4. You must comply with all laws in relation to your access or use of Material on this website, including laws of the country in which you reside or from which you access this website.

## **4. INFORMATION AND SERVICES ON THIS WEBSITE**

- 4.1. The information contained on this website is liable to change and although ONEseniors makes every effort to keep material on this website up to date and accurate, there may be delays, errors or omissions.
- 4.2. ONEseniors does not represent or warrant the suitability, completeness, accuracy or currency of any information contained on this website, or that any services will be uninterrupted, timely, secure or error-free.

- 4.3. The material and information on this website is provided for general guidance and is not intended to be advice. You should seek professional advice and assistance before you take any commercial decisions or action.
- 4.4. Certain areas of our Website or subsidiary website(s) allow for the exchange of information between you and us which becomes the property of ONEseniors, and you grant ONEseniors the authority and right to use that content in accordance with the privacy policy.

## **5. LINKS TO OTHER WEBSITES**

- 5.1. This website may contain links to other websites operated by third parties ("Third Party Websites"). Those Third Party Websites are not under the control of ONEseniors, and ONEseniors does not endorse and is not responsible for any material on, or linked to from, Third Party Websites ("Third Party Material").
- 5.2. In particular, and to the extent permitted by law, ONEseniors makes no warranties or representations:
  - 5.2.1. regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or
  - 5.2.2. that Third Party Material does not infringe the intellectual property rights of any corporation, organisation or person. ONEseniors is not authorising the reproduction of Third Party Material by linking material on this website to Third Party Material.

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- 6.1. Any software that is available to download through links from this website is a third party product unless otherwise indicated. Your use of that software may be subject to a licence agreement between you and the software owner. To the extent permitted by law, ONEseniors accepts no liability in respect of such third party software and ONEseniors provides no warranty and gives no endorsement in respect of such products or any party connected with them. If you have any feedback or suggestions concerning this software, please contact us.

## **7. CANCELLATION**

- 7.1. The agreement set out in these Terms of Use and your access to this website may be cancelled at any time by ONEseniors without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by ONEseniors will continue after cancellation.

## **8. GENERAL**

- 8.1. Any part of these Terms of Use must be read down to the extent necessary to prevent that part or these Terms of Use being invalid, voidable or unenforceable in the circumstances. Despite that reading down, if a part of these Terms of Use is still invalid, voidable or unenforceable, and if the part would not be invalid or voidable if a word or words were removed, then that word or those words will be deleted, and the rest of these Terms of Use will continue to be fully enforceable.
- 8.2. A right of ONEseniors under these Terms of Use may only be waived in writing signed by ONEseniors.

## **9. COPYRIGHT**

- 9.1. Copyright © 2011 ONEseniors. All Rights Reserved. All images, text, programs, and other materials found on our website are property of ONEseniors.
- 9.2. Any commercial use of the images, text, programs or other materials found on our Website is strictly prohibited, unless we give express written consent.

**10. TRADEMARKS.**

10.1. The names, logos, and taglines identifying our products and services are proprietary marks of either ONEseniors or its subsidiaries. All other trademarks and service marks are the property of their respective owners.

**11. YOUR RESPONSIBILITY.**

11.1. You assume all responsibility for use of the ONEseniors Website or subsidiary website. You waive all claims against ONEseniors, its officers, directors, employees, suppliers and programmers that may arise from the utilisation of the ONEseniors Website or its subsidiary web sites.

**12. ACCURACY OF INFORMATION.**

12.1. While all reasonable attempts are made to ensure the accuracy of information; neither ONEseniors, nor its information contributors can be held responsible by you for the accuracy of the information found in the ONEseniors Website or subsidiary web sites.