



WEBSITE – Terms of Use

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You represent and warrant in relation to any material or information you provide to the Website, or any linked websites, that:

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- b) The material or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
- c) The material or information does not infringe any intellectual property right including, but not limited to, trademarks, service marks or business names (whether registered or unregistered), confidential information and copyright; and
- d) The material or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the *Competition and Consumer Act 2010* and any other parliament competent to legislate in relation to the Website or any law in any country where the material or information is or will be available electronically to users of this Website.

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- a) In relation to or in connection with any material or information supplied in respect of advertising on the Website; and
- b) As a consequence of removing any material or information from the Website

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You will at all times indemnify and keep indemnified Kent and its respective officers, employees and agents (*Those Indemnified*) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:

- a) Any breach of these Terms by you; and
- b) Publication of or distribution of the material or information supplied by you.

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Kent may from time to time without notice suspend the Website or disconnect or deny you access to the Website during any technical failure, modification or maintenance involved in the Website. Kent will use its reasonable endeavours to procure the resumption of the Website as soon as reasonably practicable.

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10.0 Alteration of Terms of Access

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- b) These terms constitute the Terms in its entirety and supersede prior terms of use.

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- b) To the full extent permitted by law Kent disclaims any and all warranties, express or implied, regarding:
 - i. The accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or of any linked sites; and
 - ii. Merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website or on any linked sites.
- c) Kent will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
 - i. Acting, or failing to act, on any information contained on or referred to on the Website or any of the linked sites; and
 - ii. Using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website or any linked sites.

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 - iii. Errors and defects in the Website will be corrected.
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 - ii. Delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
 - iii. Defamatory, offensive or illegal conduct of any user of the Website or any linked sites, whether caused through negligence of Kent, its employees or independent contractors, or through any other cause.
- f) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

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- a) Clause 3 (*Disclaimer*) may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. Kent's liability for any implied warranty or condition is limited, subject to any obligations under the *Competition and Consumer Act 2010*.
- b) Kent or people authorised by it may gather and process the information:
 - i. Which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and
 - ii. Regarding the way in which you use the Website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Website.
- c) Kent may authorise others to offer you goods and services using the information acquired through para (b) in accordance with the Kent Privacy Policy.

13.0 Privacy

You agree to the terms of the Kent Privacy Policy as it may be updated from time to time as available [HERE](#). You also agree that Kent may monitor, edit or disclose your personal information if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in the Kent Privacy Policy.

14.0 Relevant Jurisdiction

- a) If any part of these Terms to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- b) These Terms will be governed by and interpreted in accordance with the law of New South Wales, without giving effect to any principles of conflicts of laws.
- c) You agree to the jurisdiction of the courts of New South Wales to determine any dispute arising out of these Terms.

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