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- 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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- 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:
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 - ii. Delays to, interruptions of or cessation of the services provided in the Websites, or linked sites: and
 - iii. Defamatory, offensive or illegal conduct of any user of the Websites or any linked sites, whether caused through negligence of Kent, its employees or independent contractors, or through any other cause.
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 - ii. Regarding the way in which you use the Websites including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Websites.
- 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 <u>HERE</u>. 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 are found 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.

Document Title: Website – Terms of Use	
Date Compiled: 16 th June, 2015	By: Swaab Attorneys
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Date Updated:	Reviewed by:
28 th April, 2017 – no amendments required	Executive Manager IT & Facilities
27 th June, 2018 – No version control change	Executive Manager IT & Facilities
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Version Control Update (Current):	Approved By: Governing Board
Version 1 – 16 th June, 2015	Meeting Date: Written Resolution of
	Directors dated 10 th July, 2015
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	CEO – 15 th May, 2020

AMENDMENTS:

28/04/2017 – 12 month review – no amendment.

27/06/2018 – 12 month review - Expanded text to include other domains, sub-domains or webpages currently in use by Kent, rather than limiting to the one primary website.

07/06/2019 – 12 month review – no amendment.

15/05/2020 – 12 month review – no amendment.