



## 'Be Local Buy Local' Website Terms of Use

Welcome to the **Be Local Buy Local** site (the "Website"/"Site"). We thank you for visiting this community based business directory. These are our Terms and Conditions of and for use of the Site ("Terms of Use") which you may access in several ways, including but not limited to the internet, PDAs, mobile phones and RSS feeds. These Terms of Use apply whenever you access the site, regardless of how you access the Site.

This Website is collectively provided by Manly Council, Pittwater Council and Warringah Council (the "three Councils") as a community service. The information included on this Website is not to be taken as advice from any one or more of the three Councils and should not be considered to be either an express or implied endorsement by any or all of the three Councils of any products, services, material or information.

The three Councils jointly and severally shall not be liable and take no responsibility for and do not warrant the accuracy, currency, reliability and correctness of any information displayed on this Website.

Users of the Website are responsible for making their own assessment of the information provided and should independently verify all relevant statements and information.

Please note that the three Councils reserve the right to remove, alter, amend, vary or substitute in whole or in part this Website or any content on or from this Website at any stage deemed necessary without prior or any notice to the contributors.

The three Councils in no way condone or endorse the products or services advertised on this Website and any purchase or transaction is made at the consumer's own risk. For a business to be registered, it must be based or located within the geographical area covered by the three Councils of Manly, Warringah and Pittwater. Businesses based outside of this geographical area will not be permitted to be registered on the site.

### **Conditions of Use of this Site**

**1.** Manly Council, Pittwater Council and Warringah Council (the "three Councils") are the co-owners of the Site. Manly Council is responsible for the creation of content and maintenance of the website.

Please note that Manly Council as the coordinator of the Website & in consultation with Warringah & Pittwater Councils, reserves the right to remove, alter, amend, or substitute in whole or in part this Website or any content on or from this Website at any stage deemed necessary without prior or any notice to the contributors.

**2.** These Conditions of Use of this Site form part of the Terms of Use.

**3.** Users of the Site, including visitors and registered Members ("Users") agree to be bound by the Terms of Use and any other notices and guidelines which appear on the site (Terms & Conditions), which are subject to change at the sole discretion of the three Councils and which also form part of the Terms of Use. Your use of and access to this Site indicates your acceptance of all these Terms of Use as in force from time to time.

**4.** The Site is made available for personal use only. You may not use the Site or the directory contained on the Site for any commercial purpose (other than for the adding to or correcting of information contained in the Directory), in accordance with the Terms of Use, including to supply another service, or to obtain information which you either incorporate into your service or product or use to enhance your service or product or your business in any way such as creating potential customer lists. Any commercial use requires prior written approval from the three Councils.

**5.** Content ("Content") refers to all information, including but not limited to data, text, images and multimedia, that is displayed in a business listing on the Site or on any other site linked directly or indirectly to this Site.



## 'Be Local Buy Local' Website Terms of Use

### **User's Obligations**

**6.** Users (which expression includes but is not limited to actual users of this Website as well as Business Owners and Members as variously and respectively referred to on this Site) will not:

- a.** Use the Website for any purpose or in any way which is contrary to the Terms of Use or which is unlawful, including but not limited to breaching intellectual property rights, linking to a listing in the Directory any defamatory, threatening, harassing, abusive, discriminatory, unlawful, obscene, offensive, profane, indecent or otherwise objectionable material of any kind;
- b.** Submit or otherwise link to the Directory, whether for automatic upload or otherwise, or otherwise propagate material of any kind which contains computer worms, viruses or other types of malicious or harmful code;
- c.** Damage, modify, interfere with disrupt or destroy the files, data, passwords, devices or resources that belong to the three Councils or do anything that compromises the security and/or stability of the Site;
- d.** Use the Directory in connection with the transmission of junk mail, spam, chain letters or to engage in other flooding techniques or mass distribution of unsolicited email; or
- e.** Send automated queries of any kind to the Site or the Directory without the three Council's express written permission.

### **Member Account Terms of Use**

#### **7. Members agree:**

- a.** To abide by the Terms of Use;
- b.** To provide accurate, current and complete information at all times;
- c.** To maintain the security of passwords and/or identification;
- d.** To be fully responsible for all account use and for any actions that take place with regard to the account, including accepting liability for all information, data, text, or other materials whether publicly posted or privately transmitted to and from the account;
- e.** Not to impersonate or misrepresent their affiliation with a particular business listing and products and services they provide;
- f.** Not to post or upload Multimedia Content which contains hidden code or images which do not relate to or alter the intended meaning of the original Content;
- g.** That the three Councils have the right to suspend or terminate an Account and refuse any and all current or future use of the site or directory, without providing any reasons; and

**8.** The three Councils will not claim or assert ownership over the Content posted by a Member. The Member maintains any copyright or other legal rights they hold in the Content posted to the Website.



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### **Business Owner Terms of Use**

9. In signing up as a Business Owner you:

- a. Agree that you are the registered business owner or authorised representative of the business being registered;
- b. Agree that all businesses displayed on the site are subject to receive enquiries from Users;
- c. Acknowledge that the three Councils are not liable for any Content that causes you or your business any loss or damage;
- d. Acknowledge that the three Councils reserve the right to include or exclude entry to or remove a business from the site and the Directory or otherwise remove, amend, alter or vary any Content to the extent necessary to comply with any relevantly applicable law and/or these Terms of Use; and
- e. Understand that the three Councils at their sole discretion will determine the utilisation of all keywords, categories, Content and other material used to describe or categorise a business listing for all purposes relating to the Site and the Directory.

### **Intellectual Property**

10. Except where stated otherwise, all intellectual property in relation to Content on this Site belongs jointly and severally to the three Councils and/or their licensors, advertisers or affiliates, including but not limited to logos and trademarks. Users obtain no interest in that intellectual property. All Content on the site is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the Content.

11. Any person may download and view Content or print a copy of material on this site for personal, non-commercial use provided you do not modify the content in any way (including any copyright notice). All rights not expressly granted under these terms of use are reserved by the three Councils. Unless expressly stated otherwise, you are not permitted to copy, or republish anything you find on the Site without the copyright or trademark owners' permission.

12. Other, non-Council owned trademarks may be displayed on the Site from time to time. These may belong to third parties. Nothing displayed on the Site should be construed as granting any license or right of use of any logo, trademark or masthead displayed on the Site, without the express written permission of the relevant owner.

### **Privacy**

13. The three Councils respect your privacy and Manly Council, as the coordinator of the site, will only collect and display personal information in regards to the business listing. Such information will only be used and disclosed for the sole purpose of operating this Website. The exception to this is where a disclosure is required to be made by law. Business contact information will be displayed publically where indicated and any other personal information collected by the Councils via this Website will only be used in the event of contacting the registered member for the purposes of administering the site. Please contact us if you wish to access your personal information. Unless your personal information is archived, we will make it ready for collection at your earliest convenience. Privacy legislation may require, in some circumstances, for us to request from you adequate identification. We may also charge you for the reasonable cost of retrieval. We may refuse access in some circumstances where, for example, it may prejudice activities being carried out by a law enforcement agency, or where the documents in question may have a substantial effect on another person's privacy. If you do not access your personal information, we will store it for a time as required by law and then destroy the documents without further notice to you. Personal information stored on our database is protected from misuse, loss or unauthorised use or disclosure. Our security systems are reviewed periodically and updated in line with changing technology. The Internet is not a secure mode of communication. If we correspond with you via the Internet, we cannot guarantee that such correspondence will not be altered or intercepted in transit.



## 'Be Local Buy Local' Website Terms of Use

### **Liability and Indemnity**

**14.** The three Councils do not warrant the accuracy of the content and the Directory on the site, including but not limited to any maps displayed on the site and any third party Sites or resources. All content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy of the Content and rely on it at your own risk. Content represents the views of the writer only and not the views of the three Councils. All Content on the Site may be changed and/or removed at the sole discretion of the three Councils and without notice.

**15.** The three Councils will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this Site.

**16.** The three Councils do not warrant that functions contained in the Site Content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that the three Councils or the server that makes it available, are free of viruses or bugs.

**17.** To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise are excluded. Liability of the three Councils, for any breach of a term or condition implied by law is limited at the discretion of the three Councils, to the supply of any service again or the payment for the cost of having any service supplied again.

**18.** As a condition of use of and/or participation on this Website including but not limited to being a User and/or signing up as a Business Owner you agree to release & indemnify & undertake to keep released & indemnified each & all of the three Councils & each & all of their respective General Managers, Councillors, officers, employees & agents from & against any action, claim, loss or expense which any one or more of those persons or bodies incurs or may incur which arises from or is in any way connected with or otherwise attributable to your use of and/or participation on this Website and/or any sites linked directly or indirectly to this Website.

### **Third Party Content and Links**

**19.** This Site may include third party content which is subject to that third party's terms and conditions of use. Nothing on this Site shall be construed as granting any license or right for you to use that Content.

**20.** This Site may include links to third party sites which are not related to the three Councils and in relation to which the three Councils have no control or interest. The appearance of those links on this site does not indicate any relationship between the three Councils and that third party or any endorsement by the three Councils of that third party, its site or the products or services which it is advertising on this Site. The three Councils jointly and severally shall not be liable and take no responsibility for and do not warrant the accuracy, currency, reliability and correctness of any information displayed on any site linked directly or indirectly to this Website.



## 'Be Local Buy Local' Website Terms of Use

### **Contributing Content**

21. When you submit Content to the Site in any format, including any text, photographs, graphics, video or audio, you grant the three Councils a non-exclusive, royalty-free, perpetual license to publish that Content.
22. You agree that the three Councils can use that Content for the sole purposes of displaying it on the site.
23. You warrant that you have all of the necessary rights, including copyright, in the Content you contribute, that your Content is not defamatory or obscene and that it does not infringe any law.
24. You agree to release and indemnify and keep released and indemnified the three Councils and each and all of their respective General Managers, Councillors, officers, employees and agents from and against any and all legal fees, damages and other expenses that may be incurred by any one or more of those persons or bodies as a result of a breach of the above warranty.
25. Unless otherwise stated, Business Owners waive any moral rights in their contribution for the purposes of their respective submission to and publication on the Site.

### **General.**

26. These Terms of Use shall be governed by and interpreted in accordance with the laws of New South Wales.
27. Any notice to be served on the three Councils under these Terms of Use must be served personally by post, facsimile or email to the Councils via:

Attention: **Be Local Buy Local** Website Administration  
c/o Manly Council  
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MANLY NSW 1655  
**Fax:** (02 9976 1400)  
**Email:** info@belocal.com.au