



Website Terms of Use

1. Introduction

These terms and conditions govern your use of our website, [<https://www.heyfieldwetlands.org.au/>] (the "Site"). By accessing or using the Site, you agree to be bound by these terms.

2. Use of the Site

The content on the Site, including text, images, and multimedia, is provided for informational purposes only. You agree not to:

- Use the Site for any unlawful purpose
- Interfere with or disrupt the operation of the Site
- Upload or transmit any harmful code, viruses, or malware

We reserve the right to restrict access to the Site or to change its functionality at any time without notice.

3. Commencement, Availability, Termination

This Agreement commences when you first visit the Website and continues until changed or terminated by us. We reserve our rights to change or discontinue any aspect of the Website including the Terms of Use. It is your responsibility to ensure that you read and understand the Terms of Use which are made available by us only in English.

4. Intellectual Property

All content on the Site, including logos, graphics, and written materials, is the intellectual property of Heyfield Wetlands or its licensors. You may not reproduce, modify, or distribute any content from the Site without our prior written permission.

5. Links to Third-Party Sites

The Site may contain links to third-party websites that are not under our control. We are not responsible for the content, accuracy, or privacy practices of these external sites. Accessing third-party websites is at your own risk.

6. Limitation of Liability

To the maximum extent permitted by law, we disclaim all liability for any damages arising from your use of the Site, including direct, indirect, incidental, or consequential damages. This limitation of liability applies whether the claim arises from negligence, breach of contract, or any other cause of action.

7. Indemnification

You agree to indemnify and hold harmless Heyfield Wetlands and its employees, volunteers, and affiliates from any claims, damages, or costs arising out of your use of the Site or your violation of these terms.

8. Changes to the Terms

We may amend these terms at any time without prior notice. Your continued use of the Site following any changes constitutes your acceptance of the new terms.

9. Governing Law

These terms are governed by the laws of Victoria, Australia. Any disputes arising under or in connection with these terms shall be resolved in the courts of Victoria.

10. Complaints and Alternative Dispute Resolution

You agree to submit all complaints relating to this Agreement to us first, so that we have an opportunity to resolve your complaint before you proceed to any relevant authority. Please direct all complaints to informationcentre@heyfieldwetlands.org.au. Subject to the above, you agree to confidential arbitration prior to proceeding to court or other forum. You expressly acknowledge that the arbitration proceeding agreed to prevent you from entering into a class action lawsuit against us in relation to any dispute arising from this Agreement. Nothing in this Agreement

prevents either us or you from approaching a court of competent jurisdiction for an interdict or for relief on an urgent basis.

11.Skill, Diligence, Care

We will exercise reasonable skill, diligence and care as may reasonably be expected from a similar website provider.

Contact Us

If you have any questions or concerns about our Website Terms of Use, please contact us at:

Email: [<https://www.heyfieldwetlands.org.au/>]

Mail: [Heyfield Wetlands, 1A MacFarlane Street, Heyfield VICTORIA 3858 Australia]