

Website Terms & Conditions

1. Definitions

In these terms and conditions:

Content	means any content information images or other material in or on the Site
TDCC	means The Debt Collection Company Pty Ltd (ABN 99)
Privacy Policy	means TDCC's privacy policy which can be viewed at www.thedebtcollectioncompany.com.au/policy/privacy_policy.pdf
Site	means the website at www.thedebtcollectioncompany.com.au which is owned and operated by TDCC
Terms of Use	means the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Site
Third Party Sites	means sites and resources located on servers operated and maintained by third parties
You or Your	means the person, individual, company, organization, partnership or entity using, viewing or accessing this Site

2. Ownership

The Site is owned and operated by TDCC.

3. Acceptance

- 3.1. Your use of or access to this Site is conditional upon Your acceptance and compliance with the Terms of Use. By continuing to use, or access this Site, You agree to be bound by the Terms of Use. If You do not agree to the Terms of Use, please stop using the Site immediately.
- 3.2. TDCC may at any time vary, revise, add, amend, modify, or delete any part of these Terms of Use or the Site by publishing the variations on the Site.
- 3.3. Any amended Terms of Use (made in accordance with Clause 3(b) above) will be effective immediately and You will be bound by the amended Terms of Use from that time.
- 3.4. You agree to be bound by the Terms of Use, and You should periodically refer to them.

4. Termination

- 4.1. The Terms of Use are effective until terminated by TDCC.
- 4.2. TDCC may terminate these Terms of Use and Your access to the Site at any time without notice.
- 4.3. If You violate any Terms of Use, Your right to use and access the Site automatically terminates.
- 4.4. All restrictions imposed on You, disclaimers and limitations of liability set out in the Terms of Use, will survive termination of these Terms of Use or any licence granted to You to use this Site.

5. Restrictions on use

- 5.1. You must not reproduce, distribute, publicly perform, publicly display or create derivative works of any of the Content unless authorised by TDCC (and where appropriate, the copyright owner).
- 5.2. You must not copy, reproduce, republish, post, upload, distribute, transmit or modify in any way all or any part of the Content, unless expressly provided for on the Site or expressly authorised by TDCC.
- 5.3. You agree not to post or transmit through this Site any material or content that violates or infringes in any way the rights of others or solicits, encourages or promotes the use of illegal activities, which is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, hateful, scandalous, pornographic, objectionable, which gives rise to civil or criminal liability or otherwise violates any local, state or federal law.
- 5.4. You must not engage in any activity on this Site that restricts or inhibits any other user from enjoying or using this Site.
- 5.5. You must not post or transmit through this Site any advertising or commercial materials or promotional materials relating to services or companies that are competitive with TDCC.
- 5.6. TDCC may monitor the content of this Site to determine compliance with the Terms of Use.

5.7. TDCC has the absolute right and discretion to edit, refuse to post, or remove any material or submission submitted to or posted to this Site that TDCC finds to be in violation of these Terms of Use or otherwise objectionable.

6. No warranties or representations

6.1. The Site and Content are provided on an 'as is' basis without any warranties of any kind.

6.2. TDCC, to the fullest extent permitted by law, disclaims all warranties.

6.3. You acknowledge that You have not relied on any representation made by TDCC which has not been stated expressly in these Terms of Use.

6.4. TDCC does not warrant that:

(a) access to this Site will be uninterrupted;

(b) the services offered on the Site will be error-free;

(c) the Content is complete, error free or up to date; or

(d) this Site and its servers are free of computer viruses and other harmful data, code, components or other material.

6.5. TDCC recommends that prior to using any downloaded file; You carry out an appropriate virus check.

7. Limitation of liability

7.1. Your use of this Site is at Your own risk.

7.2. By using this Site You undertake to TDCC that You waive all rights You may have against TDCC for defamation, misleading and deceptive conduct, injurious falsehood, unconscionable conduct, criminal libel, negligence or any other cause of action whatsoever whether arising as a matter of statutory law, common law or otherwise.

7.3. You undertake to TDCC not to violate any applicable laws, statutes, ordinance or regulation when using this Site.

7.4. TDCC accepts no liability for any direct, indirect, special, consequential or other losses or damages of any kind (including but not limited to lost profit, business interruption, harm to business reputation or legal costs, defense costs or settlement costs) arising out of access to, or use of, or inability to access this Site or any Content contained in it or arising out of access to, or use of any Third Party Site.

7.5. If despite these Terms of Use, it is found that TDCC is liable to compensate any party arising out of access to, or use of, or inability to access this Site then such liability is limited to the extent possible to the fees paid to TDCC by You for the services offered on this Site.

8. Indemnity

You agree to indemnify TDCC, its directors, officers, employees and related entities from and against any and all claims, demands, proceedings, losses and damages of any kind (including reasonable legal) made by any third party due to or arising out of Your breach of these Terms of Use or Your violation of any law or the rights of a third party.

9. Links

9.1. Content displayed on this Site and links on or from this Site may lead to or be sourced from Third Party Sites over which TDCC has no control.

9.2. Links to Third Party Sites are provided for convenience only and should not be construed as an endorsement or recommendation by TDCC of any Third-Party Site referred to.

9.3. Any third-party advertiser is solely responsible to You for the delivery of any goods or services You purchase on a Third Party Site.

9.4. TDCC accepts no liability for loss of any kind arising from content or materials available on Third Party Sites or the use of links.

9.5. Third Party Sites contain their own terms of use which You should read carefully.

9.6. You link to Third Party Sites entirely at your own risk.

10. Privacy

By using this Site, You are taken to consent to TDCC's Privacy Policy.

11. Intellectual Property

11.1. You acknowledge that the Content and this Site is the subject of intellectual property and legal rights (including third party rights).

- 11.2. You must not, during or at any time after the expiry or termination of this licence to use and access the Site (which is granted to You and is subject to the Terms of Use), permit any act which infringes any of those rights.
- 11.3. The Content is protected by Australian and international copyright law and You acknowledge that any unauthorised use of the Content may violate these laws.
- 11.4. Other than as expressly permitted by law or these Terms of Use, no part of the Content may, without the specific prior written consent of TDCC or its affiliates, be directly or indirectly:
 - (a) used, copied, reproduced, translated, reused, transmitted, retransmitted, adapted, varied, removed, altered, modified, stored, published, republished, broadcasted, linked, distributed, framed, posted, uploaded, rewritten, broadcasted, stored;
 - (b) performed in public;
 - (c) incorporated into any other web site or used for any commercial purpose;
 - (d) stored in a retrieval system, by any means, including but not limited to graphic, electronic or mechanical, including photocopying, recording, taping or by storage in an information retrieval system;
 - (e) used in any manner or for any purpose which is unlawful; or
 - (f) used in any manner which violates any right of TDCC (or an affiliate of TDCC) or which is prohibited by TDCC.
- 11.5. Some of the copyright in the Content is included on the Site under a license from third parties. Any permission to use, copy or reproduce that Content (other than in the course of viewing this Site) must be obtained from the copyright owner.
- 11.6. All names, brands, logos and trademarks (both registered and unregistered) identifying TDCC are the property of TDCC.
- 11.7. Nothing contained on this Site should be construed as granting any license or right to use or distribute any name, logo or trademark displayed on the Site without the express written permission of TDCC.

12. Online bookings

Where You place an order for services or enter into any other relationship with TDCC through this Site, You are bound by the Terms and Conditions, in relation to that service.

13. Governing law

All matters relating to this Site are governed by and are to be construed according to the laws applicable in the State of Victoria and the Commonwealth of Australia and You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria and Australia.