

## Jeenee Mobile Website Terms of Use

Your access to and use of the Jeenee Mobile Website is subject to these terms and conditions and the Jeenee Mobile Privacy Policy (available at [jeenee.org.au](http://jeenee.org.au)) (“Terms of Use”). In these Terms of Use “we” or “us” or “our” means Jeenee Mobile and “you” means you the user of the Jeenee Mobile Web site.

Prior to using the Jeenee Mobile Website, you should read these Terms of Use carefully so that you understand them. Use of the Jeenee Mobile Website indicates your understanding and acceptance of these Terms of Use.

### 1. Your obligations

- 1.1** You must be the holder of a Jeenee Mobile account or any person that you authorized to act on your behalf in relation to your Jeenee Mobile account in order to register on the My Account section of the Jeenee Mobile Website.
- 1.2** You must create a user name and password to access the My Account section of the Jeenee Mobile Website.
- 1.3** You must:
- (a)** keep your username and password secure;
  - (b)** supply us with complete, accurate and up to date personal information when registering on the Jeenee Mobile Website;
  - (c)** update your personal information regularly to ensure that Jeenee Mobile maintains correct personal information data; and
  - (d)** comply with these Terms of Use and the Jeenee Mobile Privacy Policy.
- 1.4** It is a condition of your use of the Jeenee Mobile Website that you do not post or transmit:
- (a)** any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind;
  - (b)** any information, software or other material which violates or infringes the privacy or other rights of other people;
  - (c)** any information, software or other material that contains a virus or other harmful component; and
- that you do not restrict any other user from using or enjoying the Jeenee Mobile Website.

- 1.5** By creating a Jeenee Mobile account, you acknowledge and agree to be bound by the terms and conditions contained within these Terms of Use.

### 2. Provision of the Jeenee Mobile Website

- 2.1** Jeenee Mobile can:
- (a)** limit your ability to use this Site;
  - (b)** terminate your access to this Site at any time;
  - (c)** determine the times and periods during which Site transmissions can take place;
  - (d)** vary these Terms of Use (so the terms and conditions applicable when you next use this Site may be different from these Terms of Use); and
  - (e)** review the activities of users of this Site to ensure they are meeting the relevant terms and conditions of use.

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- 2.2** Jeenee Mobile will control how many and which other persons are able to register and use the Jeenee Mobile Website, and also the extent of the functionality of each user's registration, and will ensure that use by those persons comply with these Terms of Use.
- 2.3** Jeenee Mobile will deactivate users promptly when necessary in the event, for example, of misuse by the user, or the user no longer requires access for any reason.
- 2.4** Users agree that Jeenee Mobile, including any webmaster, administrator and moderators of the Jeenee Mobile Website, have the right to remove, edit, move or close part of the Site at any time should they see fit.

### 3. Suspension of account

- 3.1** Jeenee Mobile may from time to time and without notice or liability to you:
  - (a)** lock, suspend or delete your account or access to the Jeenee Mobile Website at any time without prior notice to you; or
  - (b)** cease providing the Jeenee Mobile Website or any other service that may be available through the Jeenee Mobile Website at any time,for any reason, which without limitation includes the following circumstances:
  - (c)** upon the occurrence of an event that is beyond our control, for example an explosion, natural disaster, earthquake, war (declared or undeclared), act of God or any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency; or
  - (d)** if you fail to comply with any of these Terms of Use, until the breach (if capable of remedy) is remedied.

### 4. Minimum age

- 4.1** This service is available for individuals aged 15 years or older. If you are 15 or older but under the age of 18, you should review these Terms of Use with your parent or guardian to make sure that you and your parent or guardian understand it.

### 5. Security

- 5.1** You must immediately notify us if you become aware that your user name, password details or account details have been compromised or are known by a third party other than an authorised user, or there has been an unauthorised use of your account and login details.
- 5.2** If for any reason you are concerned that your password details have been compromised, you are able to re-set your password via My Account.
- 5.3** For security reasons, Jeenee Mobile may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and the Jeenee Mobile Website. Jeenee Mobile or its affiliates are not responsible for any information that you may lose if Jeenee Mobile terminates your browser session due to prolonged periods of inactivity.
- 5.4** Jeenee Mobile will take reasonable steps to secure the Jeenee Mobile Website and the systems within its control that are used to access the Jeenee Mobile Website.
- 5.5** Jeenee Mobile does not guarantee the security of the Jeenee Mobile Website or the systems or any information that passes through such systems due to the unreliable nature of the internet or your inappropriate use of the Jeenee Mobile Website or such systems in breach of these Terms of Use.

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### 6. Availability of Jeenee Mobile Website

- 6.1 The Site will generally be available 24 hours per day – 7 days per week.
- 6.2 Jeenee Mobile will carry out maintenance on the Jeenee Mobile Website from time to time, but where possible it will be carried out during periods when it is likely to cause least inconvenience to users generally.

### 7. Intellectual Property

- 7.1 The Jeenee Mobile Website is owned and operated by Jeenee Mobile .
- 7.2 You acknowledge that Jeenee Mobile is the owner of and reserves the right to protect all intellectual property whatsoever in the Jeenee Mobile Website and the information or the software used to implement the Jeenee Mobile Website.
- 7.3 All information, text, material, graphics, software and advertisements on the Jeenee Mobile Website (“Content”) are the property of Jeenee Mobile, its affiliates, suppliers and/or licensors, unless expressly indicated otherwise on the site.
- 7.4 The Content is protected by Australian and international copyright and trade mark laws. The Content is published in real-time, and you must not modify, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for on the website or expressly authorised in writing by Jeenee Mobile.
- 7.5 All trade marks displayed on the website are trademarks of their respective owners. Nothing contained on the Jeenee Mobile Website should be construed as granting any license or right of use any trademark displayed on the Site without the express written permission of the relevant owner.

### 8. Privacy

- 8.1 Jeenee Mobile will ensure that it protects the privacy, security and confidentiality of personal information in accordance with the relevant privacy legislation in force from time to time.
- 8.2 Any personal information that we do collect, we do not share with other government agencies, organisations or anyone else unless we have your consent to do so. However, we may have to disclose your personal information in exceptional circumstances, such as when there are grounds to believe that the disclosure is necessary to prevent a threat to life or health, or for law enforcement purposes.
- 8.3 Any information Jeenee Mobile collects through the Jeenee Mobile Website will be collected in accordance with the Privacy Act 1988 (Cth) and the Jeenee Mobile Privacy Policy. By agreeing to these Terms of Use you consent (for the purposes of the Privacy Act 1988 (Cth) and any other applicable legislation) to Jeenee Mobile collecting, using and disclosing this information in accordance with this clause 8.3 and the Jeenee Mobile Privacy Policy, which can be found at [jeenee.org.au](http://jeenee.org.au).

### 9. How we collect personal information from our Websites

- 9.1 We may also collect personal information about you when you use and access the Jeenee Mobile Website and website.
- 9.2 One of the ways we may collect information about you is through the use of “cookie”. A cookie is a small text file that the website may place on your computer. Cookies may be used, among other things, to track the pages you have visited, to remember your preferences and to store personal information about you.
- 9.3 You can adjust your Internet browser to disable cookies or to warn you when cookies are being used. However, if you disable cookies, you may not be able to access certain areas of the Jeenee Mobile Website or website or take advantage of the improved website experience that cookies offer.

## Jeenee Mobile Website Terms of Use

- 9.4** When you visit our websites, our web servers may record other information about or relating to you, such as the time and date of your visit or the IP address assigned to the computer you are using to access the website. In many cases, we cannot and do not use this information to identify you personally - rather, we simply use this information to track and improve the performance of the Jeenee Mobile Website and website.

### 10. Links to third party websites

- 10.1** The Jeenee Mobile Website contains hyperlinks and other pointers to Internet websites operated by third parties.
- 10.2** These linked websites are not under the control of Jeenee Mobile, and Jeenee Mobile is not responsible for the contents of any linked website or any hyperlink contained in a linked website.
- 10.3** Jeenee Mobile provides these hyperlinks to you as a convenience only, and the inclusion of any link does not imply any endorsement of the linked website by Jeenee Mobile. You link to any such website entirely at your own risk.

### 11. Warranties and limitations of liability

- 11.1** Jeenee Mobile makes no warranties or representations about the accuracy or completeness of the content contained or available via the Jeenee Mobile Website, or the content of any site or sites linked to the Jeenee Mobile Website.
- 11.2** Neither Jeenee Mobile nor any of its affiliates will be liable for any direct, incidental, consequential, indirect or punitive damages arising out of access to or use of any content of this site or the content of any site or sites linked to this site.

### 12. Moderators

- 12.1** While the administrators and moderators of the Jeenee Mobile Website will attempt to remove or edit any generally objectionable material as quickly as possible, it may not be possible to review every post or transmission. Therefore users acknowledge that all posts or transmissions made to the Jeenee Mobile Website express the views and opinions of the author and not of Jeenee Mobile (including its administrators, moderators or webmasters) and Jeenee Mobile and its agents and licensees will not be held liable for any action arising from the post or transmission.
- 12.2** You acknowledge that Jeenee Mobile has no obligation to monitor or resolve disputes between you and other users.

### 13. Contact us

- 13.1** You can contact us by visiting the Jeenee Mobile home page at [jeenee.org.au](http://jeenee.org.au) and clicking on the "Contact" section.

### 14. Miscellaneous

- 14.1** These Terms of Use are governed by and construed in accordance with the laws of New South Wales, Australia and are subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 14.2** You acknowledge that Jeenee Mobile may change the Jeenee Mobile Website from time to time.
- 14.3** You acknowledge that Jeenee Mobile may update these Terms Use at any time. You may be asked to review and agree to changed terms at any time that you enter the Jeenee Mobile Website.