



**Mountain Bike Australia Ltd**

**Terms of Use Statement**

[www.mtba.org.au](http://www.mtba.org.au)

March 2019

## **Mountain Bike Australia Limited ('MTBA') Terms of Use Statement**

By using this Service, you agree to indemnify MTBA and its officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses whether direct or indirect (arising out of or in any way connected to the use of the Service by you).

### **1. Agreement to the Terms of Use (the 'Service').**

1. This is the official Terms of Use for the Mountain Bike Australia website and associated landing pages ([www.mtba.org.au](http://www.mtba.org.au), [www.liveyourlifeoffroad.com.au](http://www.liveyourlifeoffroad.com.au), [www.nationalcup.com.au](http://www.nationalcup.com.au) and [www.joinmtba.com](http://www.joinmtba.com)) operated by MTBA. These Terms of Use apply to the use of the website which is the property of MTBA.
2. Your access to and use of the Service is conditional upon your acceptance and compliance with the terms, conditions, rules, notices and disclaimers contained now or from time to time in this Terms of Use Statement (collectively known as the 'Terms of Use').
3. The Service contains content that is owned by MTBA or third parties.
4. MTBA reserves the right at its sole discretion to amend content on the Service or the Terms of Use of the Service at any time without notice. Your continued use of the Service constitutes your acceptance and agreement to any changes made by MTBA to the content on the Service and includes the issue of any terms, conditions, rules, guidelines, notices and disclaimers by MTBA which are incorporated into these Terms of Use.
5. Your use of the Service constitutes your agreement to be legally bound to these Terms of Use. If you do not agree to these Terms of Use, you should not access or use the Service. Please review our Privacy Policy which is incorporated by reference into this Terms of Use and also govern your use of the Service so as to understand our practices regarding personally identifiable information.
6. Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version. MTBA may, in its sole discretion acting reasonably, modify or revise these Terms of Use at any time, and your continued use of the Service constitutes your agreement to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

### **2. Your Use of the Service**

1. These Terms of Use apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service.
2. The content on this Service is made available to you for your personal use and enjoyment. You must not use the Service in any manner so as to restrict anyone else's use and enjoyment of the Service.
3. You may use the Content on this Service for your personal use only. You may not use the Content on the Service for any commercial purpose unless you have first obtained MTBA's express written permission. You may not publish, reproduce, modify, transmit, distribute or otherwise commercially exploit or communicate to the public for any purpose whatsoever any of the Content on this Service whether in hardcopy form, electronic form or any other form whatsoever.

4. All Content on this Service or made available through this Service is the property of MTBA or a third party. The Content on this Service is provided in good faith and updated regularly but we do not make any representations as to its accuracy and cannot guarantee the completeness and correctness of all the information displayed.
5. You may not, without MTBA's express written permission, use the Content in a manner that suggests an association with any of our products, services or brands.
6. You must use the Service in a responsible manner and solely for lawful purposes. You must not use the Service for any activities which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standard or codes of ethics.
7. You must not use the Service in any way such as to gain unauthorised access to our operating systems or to tamper, hinder or modify the Service (or any part of the Service including any Content) or knowingly transmit any disabling features to the Service.
8. We make every effort to ensure the Service is free from any virus or computer code file or program designed to impair the performance of the Service or any computer software or telecommunications device ('Virus') but we make no representation that the Service is free from any Virus. We do not accept responsibility for any damage to or loss of your data or computer system which may occur as a result of using or accessing the Service.

### **3. Intellectual Property**

1. All intellectual property rights in relation to the Content on this Service are the property of MTBA or its licensors, advertisers or affiliates. You obtain no interest in those intellectual property rights. All content on this Service is protected by Australian and international copyright and other intellectual property laws.
2. Content is provided to you as is. You must not download any Content unless expressly authorised. MTBA and its licensors reserve all rights not expressly granted in and to the Service and the Content.
3. You may not use the Service to infringe any copyright or other intellectual property right or any moral right or to use the Service to cause the unlawful distribution of Content.
4. Except as specifically allowed on this Service, you may not copy, reproduce, republish, download, post, modify, adapt, distribute, transmit, communicate to the public or otherwise use any of the Content on this Service without the prior written consent of MTBA or its licensors, advertisers or affiliates (as the case may be).
5. If you believe that any of your intellectual property rights have been infringed on the Service please notify us immediately via [info@mtba.org.au](mailto:info@mtba.org.au).

### **4. Third Party Content**

1. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that MTBA is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive any claims or remedies you have or may have against MTBA in relation to such Content, and, to the extent permitted by law, you agree to indemnify and hold harmless MTBA and its officers, employees and agents from all actions, claims, suits, demands, damages, liabilities, costs or expenses regarding all matters related to your use of the Service.

2. The supply and delivery of any Content from any third party users appearing on this Service or uploading Content is at your sole risk including in relation to any advertising or marketing promotions made by these suppliers.
3. MTBA is not responsible for the accuracy of this information or the suitability or quality of the products and services of any third parties.
4. MTBA is not responsible for any representations, opinions, advice, statements, services, offers, or other information or Content expressed or made available by third parties on the Service.
5. You agree that MTBA shall not be responsible or liable for any damages or losses incurred by you as a result of any dealings had by you with third parties in relation to the Service.
6. You should contact the relevant third party supplier directly to enquire about that information prior to entering into a transaction in relation to the third party products and services published on the Service. The products, services and information of third parties are not provided or endorsed by MTBA and your legal relationship is with the third party supplier.
7. MTBA may receive fees and / or commissions from the third parties for goods displayed on the Service or sold through the Service. You acknowledge and consent to MTBA receiving these fees.

## **5. Linked Sites and Policy**

1. The Service may contain links and other pointers to Internet sites operated by third parties.
2. MTBA does not control these linked sites and is not responsible for the contents of any linked site or any link contained in a linked site.
3. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the third party site or the products or services provided at those sites.
4. MTBA does not assume any responsibility or liability for the actions, products and content of these third party sites. Your link to any such third party site is entirely at your own risk.

## **6. Disclaimer**

1. You expressly agree that use of the Service is at your sole risk. MTBA nor any of its employees, agents, third party content providers or licensors warrant that the Content on the Service will be accurate or interruption-free.
2. Some legislation such as the Australian Competition and Consumer Act 2010 (Cth) and other similar consumer protection laws and regulations in other countries may confer on you rights and remedies relating to the provision of goods or services to you by us via the Service which cannot be excluded, restricted or modified (your 'Statutory Rights'). We exclude all conditions and warranties implied by custom, law or statute save for your Statutory Rights.
3. Save for your Statutory Rights, in respect of the Service:
  1. All Content on the Service is provided to you without warranties of any kind, either express or implied;
  2. We expressly disclaim all warranties of any kind;

3. We do not warrant that the functions contained in any Content on the Service or your access to the Service will be uninterrupted or error free, that any defects will be corrected or that the Service or the server which stores and transmits Content to you are free of viruses or any other harmful components;
4. We do not warrant or make any representation regarding your access to, or the results of your access to, the Service including its correctness, accuracy, timeliness, completeness, reliability or otherwise.
4. To the extent permitted by law, including but not limited to any act or omission on our part, you expressly agree that we will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special and / or consequential, including loss of profits, suffered by you or claims made against you which result from any use of or access to the Service, or any inability to use or access, the Service.
5. To the extent that we are liable for a breach of a Statutory Right, our liability will be limited, so far as the law permits, at our option to:
  1. In the case of goods supplied or offered by us:
    1. Repairing or replacing the goods; or
    2. Paying the cost of having the goods supplied again.
  2. In the case of services supplied or offered by us:
    1. Resupplying those or equivalent services; or
    2. Paying the cost of having the services supplied again.

## **7. Limitation of Liability**

1. Any content downloaded from the Service or otherwise obtained through the Service is done at your own risk.
2. MTBA nor any of its employees, agents, third party content providers or licensors will be liable for any damages whatsoever arising out of your use of or inability to use the Service.

## **8. Indemnity**

By using the Service, you agree to indemnify MTBA and its officers, employees and agents from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses whether direct or indirect (arising out of or in any way connected to the use of the Service by you).

## **9. Miscellaneous**

1. These Terms of Use, our Privacy Policy, and any rules of conduct or community guidelines, and any other notices, guidelines and rules published now, from time to time or in the future constitute the entire agreement between MTBA and you.
2. These Terms of Use are governed by and construed in accordance with the laws of the State of Queensland, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Queensland and Courts of Appeal from them for determining any dispute concerning these Terms of Use.

3. We do not make any claims that the information contained on the Service is appropriate or may be downloaded in all areas, countries or jurisdictions. Access to the information contained in the Service by certain persons or in certain countries may be unlawful. If you access the Service you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.
4. If any provision of these Terms of Use is found to be invalid or unenforceable by a Court of Law, such invalidity or unenforceability will not affect the remainder of the agreement which will continue in full force and effect.

Any requests, comments, problems or questions, please contact us via [info@mtba.org.au](mailto:info@mtba.org.au)