

TERMS OF USE

Terms of Use

Last Modified: 7/25/2018

Acceptance of the Terms of Use

These terms of use (these “Terms of Use”) are entered into by and between you and the Living Future Institute of Australia (“LFIA” “we” or “us”) and govern your access to and use of our website living-future.org.au (the “Website”).

Please read these Terms of Use carefully before you start to use the Website. By using the Website or by clicking to accept or agree to these Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Statement, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Statement, you must not access or use the Website.

The Website is not intended for users younger than 18. If you are not at least 18, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. We encourage you to check these Terms of Use often for updates.

Accessing the Website and Account Security

Subject to the terms and conditions of these Terms of Use, LFIA grants you a limited, revocable, non-exclusive, and non-sublicensable license to use the Website for your personal and non-commercial use. We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with the Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Statement](#), and you consent to all actions we take with respect to your information consistent with our Privacy Statement.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and you agree not to provide any other person with access to the Website or portions of it using your user

name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

Intellectual Property Rights

The Website and all of its contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by LFIA, its licensors or other providers of such material and are protected by Australian and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You may not commercially exploit or make the Website available to any third party. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as authorized by these Terms of Use. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by LFIA.

Trademarks

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to:

Use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic or manual device, process or means to access the Website for any purpose, including monitoring, copying or scraping any of the material or information on the Website.
- Use any device, software or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We may: (i) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights, publicity rights, or their right to privacy; (ii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website; and (iii) terminate or suspend your access to all or part of the Website for any reason.

User Content

Certain features or functions of the Website may allow you to post or transmit through the Website certain text, designs, graphics, logos, slogans, and other information (collectively, "User Content"). You retain ownership of any User Content posted or transmitted to or through the Website, but you must grant certain rights to LFIA to use the User Content. Accordingly, you hereby grant to LFIA and its designees a perpetual, non-exclusive, freely sublicensable, freely transferrable, worldwide, irrevocable, royalty-free, fully paid-up right and license to use, reproduce, modify, perform, display, distribute, disclose to third parties, create derivative works of and otherwise freely commercialize and exploit any and all User Content for any purpose without attribution or payment to you.

We have the right, but are not required, to monitor, edit and remove any User Content. We do not take responsibility or assume liability for any User Content. Any User Content you post to the Services will be considered non-confidential and non-proprietary.

You represent, warrant, and covenant that: (i) you own the User Content that you post or transmit on or through the Website; and (ii) the User Content or the posting thereof to or through the Website does not violate the privacy rights, publicity rights, intellectual property rights, or any other proprietary rights of any third party.

Copyright Infringement

Anyone who believes that their work has been reproduced in the Website in any way constituting copyright infringement may provide a notice to the designated Copyright Agent for the Website containing the following: (i) an electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material; (iv) the address, telephone number, and, if available, an email address at which the complaining party may be contacted; (v) a representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Copyright infringement claims and notices should be sent to the attention of our Copyright Agent, in the following manner:

by mail: International Living Future Institute % Operations Dept. 1501 East Madison Street, Suite 150, Seattle, WA 98122

by email: copyright@living-future.org

Please use the same procedure for any claimed infringement of any trademark rights or infringements or misappropriations of other intellectual property or third party rights.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and

responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. Any reliance placed on such information is strictly at your own risk.

For any third party product information made available via the Website, LFIA does not perform any independent analysis or investigation of any such products, and you acknowledge and agree that LFIA is not endorsing or advocating the use of any such products. LFIA expressly disclaims responsibility for any consequence of the use or misuse of any such third party products due to any typographical error or other inaccuracy. Additional information on any third party products may be obtained from the manufacturer.

Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on through the Website is subject to our Privacy Statement. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Statement.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS. LFIA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLETENESS, QUALITY, ACCURACY OR NATURE OF THE CONTENT OF THE WEBSITE, MERCHANTABILITY, OWNERSHIP, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. LFIA SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE WEBSITE OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW AND ONLY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LFIA, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, OR ITEMS OBTAINED THROUGH THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. LFIA'S TOTAL AGGREGATE LIABILITY TO YOU UNDER THESE TERMS OF USE AND IN CONNECTION WITH YOUR USE OF THE WEBSITE IS LIMITED TO \$100 AUD. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless LFIA, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

No Class Actions

YOU MAY ONLY RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, AND PRIVATE ATTORNEY GENERAL ACTIONS ARE NOT ALLOWED.

Waiver of Jury Trial

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF USE, OR THE SUBJECT MATTER OF THESE TERMS OF USE.

General Terms

All matters relating to the Website and these Terms of Use will be governed by the laws of the Australian Capital Territory, Australia and you agree to submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.

These Terms of Use, including our Privacy Statement, constitute the entire agreement between you and LFIA with respect to the Website and supersede all prior agreements with respect to the Website.

If any provision of these Terms of Use is found to be unlawful or unenforceable in any respect, you agree that the court may reform such provision so as to render it enforceable (or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision). As so reformed or deleted, the court shall fully enforce the resulting Terms of Use.

Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to admin@living-future.org.au.