



## Website Terms of Use

Use of this website (<https://daretohope.com.au/>) by a person (**User**) is subject to the following terms and conditions and any additional terms or notices displayed elsewhere on this website from time to time (together, **Terms of Use**).

By using this website, you agree to be bound by the Terms of Use as updated from time to time. If you do not agree with any of the terms contained in the Terms of Use, do not use this website.

### 1. Use of this website

This website is owned and operated by Dare to Hope Limited (ABN 78 681 745 175) (**we, us and our**). The information and material on this website is provided for general informational purposes only. Users access this website, and rely on the information and material contained in this website, at their own risk.

### 2. Disclaimer of warranties and representations

Except as required by law, we give no express or implied warranties or guarantees, and make no representations, in relation to this website or any information or material on this website. In particular, while care has been taken in creating this website, we do not warrant or represent that:

- any information or material provided on this website is accurate, complete, up to date or suitable for any purpose;
- this website itself is free from any computer viruses or other defects; or
- access to this website will be continuous or uninterrupted.

### 3. Limitation of our liability

Nothing in these Terms of Use excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Australian Consumer Law. To the maximum extent permitted by applicable law, our liability for any failure to comply with any such right or remedy, guarantee, warranty or other term or condition is limited to (at our option): (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

Except as specified in this section, to the extent permitted by law, under no circumstances will we be liable to Users or any other person for any claim, loss, liability, damages or expense whatsoever (including any special, consequential, indirect or incidental damages) suffered or incurred under or in connection with these Terms of Use, their subject matter or any access to or use of this website or any information or material provided on this website, regardless of how they arise (whether in tort (including negligence), contract, statute or on any other basis).

### 4. Copyright

Copyright in the material on this website (including text, graphics, logos, icons and software) is owned by us or our licensors.

Users may download material from this website and print out that material, but only for their own private, non-commercial use. Except as permitted by non-excludable applicable law, no part of this website (including any information or material posted on this website) may be reproduced, copied, published, adapted, framed or transmitted in any form or by any means without our prior written permission. Requests for permission should be directed to us at [daretohopeau@gmail.com](mailto:daretohopeau@gmail.com).

## **5. Linking to our website**

Users must not:

- establish a link to this website in a way that makes the material contained on this website appear to be part of the User's website;
- display or use a link in a manner that causes this website or any part of this website to display within a frame;
- reproduce, reuse or redistribute any part of the material contained on this website for any commercial purpose whatsoever without our prior written permission; or
- harm or diminish our name or reputation, or bring us into disrepute, contempt, scandal, or ridicule, by establishing a link to this website.

## **6. Links to third party websites**

This website may contain links to other websites that are not operated or controlled by us. Those links are provided for convenience only and may not be current. Provision of a link should not be construed as an endorsement or approval of the third party website by us.

We are not responsible for the content of third party websites, which are not covered by these Terms of Use. Users access those websites at their own risk. Third party websites should have their own terms of use, which we encourage Users to read.

## **7. Availability and use**

This website is designed for use within Australia only. Users must ensure that their access to, and use of, this website, is not illegal or prohibited by laws which apply to them or in their location.

We reserve the right to change or remove any feature of this website at any time.

## **8. Indemnity**

Users indemnify us in relation to all loss and damage whatsoever which is suffered (including but not limited to indirect or consequential loss) by us as a direct or indirect result of the User acting inconsistently with or breaching any part of the Terms of Use.

## **9. Jurisdiction**

The content, operation and interpretation of this website and these Terms of Use will be governed by the laws of the State of Victoria, Australia. Users agree to submit to the exclusive jurisdiction of the courts of Victoria in the event of a dispute arising out of, or in connection with, this website.

## **10. Changes to these Terms of Use**

We may amend these terms and conditions from time to time by posting the amended version on this website. Subsequent or continuing use of this website will constitute acceptance of any changes.

If any part of the Terms of Use is or becomes void, it will not affect the validity and enforceability of the remaining provisions. The void part will be replaced by provisions that are valid and have an effect as close as possible to the effect of the void part.

**Updated 23 January 2025**