



**UrbanTalk®**

# Website Terms of Use 2021

**URBANTALK**

**WEBSITE TERMS OF USE**

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## Welcome

Welcome to our Website (Site). Please note this Site is owned and operated by UrbanTalk Pty Ltd (ABN 17 646 538 203) (UrbanTalk, us, our). It is available at <https://www.urbantalk.com.au/> and may be available through other addresses or channels.

## 1. Acceptance of Terms

By using our Site you agree to be bound by these Website Terms of Use (**Terms**) and our Privacy Policy (both of which may be amended from time to time). Please read these Terms carefully and immediately cease using our Site if you do not agree to them. If you breach any of the Terms, you are prohibited from continuing to use the Site.

## 2. Variations

We may from time to time update or otherwise vary these Terms and any such changes will be posted to this Site. Please visit our Site regularly to ensure you are up to date with our current terms.

## 3. Licence to use our Site

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

- a. **Personal use only:** Our Site is for your personal, non-commercial use only. You must not use our Site, or any of the Content, for commercial purposes, including any advertising or advertising revenue generation activity on your own website or any other platform, without obtaining a licence to do so from us.
- b. **Exclusion of competitors** You are prohibited from using our Site, including the Content, in any way that competes with our business.

## 4. Prohibited conduct

You must not do or attempt to do anything that is: unlawful; prohibited by any laws applicable to our Site; which we would consider inappropriate; or which might bring us or our Site into disrepute, including (without limitation):

- a. anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- b. using our Site to defame, harass, threaten, menace or offend any person;
- c. interfering with any user using our Site;
- d. tampering with or modifying our Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Site;
- e. using our Site to send unsolicited email messages; or
- f. facilitating or assisting a third party to do any of the above acts.

## 5. Our Content

Materials and information on this Site (**Content**) is subject to change without notice. The Content is not comprehensive and is for your general information and educational purposes only. It does not consider your individual or specific needs, objectives or circumstances. Please note some of our Content (particularly in the 'Project Listing' section of our Site) is provided by third parties and while we use reasonable efforts to ensure the accuracy and completeness of all of our Content, we cannot guarantee this. If you believe any of our Content is incorrect, incomplete or out of date, please contact us.

## 6. Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in our Site and all of the Content. Your use of our Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content. You must not, without our prior written consent (which may be withheld in our discretion):

- a. copy or use, in whole or in part, any Content including this document;
- b. reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party;  
or
- c. breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

## 7. Warranties and disclaimers

To the maximum extent permitted by law, we make no representations and give no guarantees or warranties about our Site or the Content, including (without limitation) that:

- a. they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- b. access will be uninterrupted, error-free or free from viruses; or
- c. our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

## 8. Limitation of liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or the Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

## 9. Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

## 10. Links to third party websites

Our Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites or the availability of those websites. The links are provided solely for your reference and convenience. You should make your own investigations with respect to the suitability of those websites (and any products and services they offer) for your purpose or needs.

## 11. Cookies and other tracking technologies

In some cases, we, and our service providers, may receive certain information associated with you and/or your device(s) as part of your use of our Site through browser or device-based tracking technologies such as cookies, pixels, tags, beacons, scripts, or other technology. By using our Site you consent to our use of these technologies in accordance with the terms of our Privacy Policy (available on our Site). You can disable cookies and information on how to do this is contained in our Privacy Policy.

## 12. Linking to our Site

If you would like to request to place a link to any part of our Site, please contact us (details below).

## 13. Discontinuance

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person from using our Site and accessing our Content at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## 14. Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

## 15. Severance

If any provision of these Terms is held by a competent authority to be invalid or unenforceable or otherwise becomes illegal, in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.

## 16. No waiver

Neither the failure by us nor your failure to enforce any part of these Terms constitutes a waiver of such Terms. Such failure will in no way affect the right to later enforce a part of these Terms.

## 17. Jurisdiction:

Your use of our Site and these Terms are governed by the laws of New South Wales. Any dispute arising out of your use of the Site or the Content shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

Our Site may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction in which you access our Site.

## Contacting us

If you have any queries about these Terms please contact our office at:

### UrbanTalk

**Address:** Suite 1A Gunshot Alley, 58 Suakin Drive, Mosman NSW 2088

**Postal Address:** PO BOX 495 Milsons Point NSW 1565

**Phone:** 02 9929 9629

**Email:** [info@urbantalk.com.au](mailto:info@urbantalk.com.au)

**Last updated:** October 2021

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UrbanTalk acknowledges the Aboriginal and Torres Strait Islander peoples as the first inhabitants of this nation and the traditional custodians of the lands where we live, learn and work.