

# Terms of Use

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In this document, the expressions “we”, “us”, “our” and “NICTA” refer to National ICT Australia Limited, ABN 62 102 206 173 of Level 5, 13 Garden Street, Eveleigh NSW 2015, Australia.

These terms of use (“**Terms of Use**”) apply to your access to and use of the redaction software and information provided on this website (the “**Services**”).

If you do not accept the Terms of Use, you must refrain from using the Services.

## **Amendments**

The Terms of Use and the Services are subject to change.

Amendments to the Terms of Use will be effective immediately upon notification on this website. Your continued use of the Services following such notification will represent an agreement by you to be bound by the Terms of Use as amended.

## **Your obligations**

- You must comply with the Terms of Use or refrain from using the Services.
- You may only use the Services for personal, non-commercial purposes. You may not use the Services for financial benefit of any kind.
- You may not integrate the Services into your own or third party software or services.
- You may not use the Service for any illegal or unauthorized purpose.
- You must ensure that any documents which you upload for use with the Services:
  - (a) do not contain any sexually explicit material;
  - (b) do not infringe the intellectual property rights (including but not limited to copyright, trade mark, and moral rights), confidentiality rights, or privacy rights of any person; and
  - (c) are not defamatory, illegal or otherwise prohibited by laws which apply to you or to us.

- You represent and warrant that you have procured on behalf of yourself and on behalf of us all proper licences, clearances, permissions, consents and releases in writing in respect of any information included in any document that you upload for use in connection with the Services.

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This disclaimer set out in these Terms of Use does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

### **Specific warnings**

- The Services may not be secure, error-free or uninterrupted.
- The results obtained from the use of the Services may not be accurate or reliable.
- You must take your own precautions to ensure that the processes which you employ for accessing the Services do not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing the Services.

### **Indemnity**

You release and indemnify us, our servants and agents against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) which may be instituted against us arising out of a breach by you of these Terms of Use or arising as a result of your negligent or wilful misconduct in connection with the provision of content pursuant to the Terms of Use.

Any links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

In respect of any claim between the parties under or in connection with this agreement, the parties agree that to the maximum extent permitted by law, the operations of Part 4 of the *Civil Liability Act 2002* (NSW) and of any laws having a similar effect in the Commonwealth and other States and Territories of Australia are excluded and have no application or effect insofar as any of them would apportion liability to us which would not have been so apportioned but for such laws.

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Access to the Services may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

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**General**

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.