

Australian College of Care Workers

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- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct

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- (b) the accuracy, suitability or currency of any information on the Website, the content, or any of its content-related products (including third party material on the Website);
- (c) costs incurred as a result of you using the Website, the content or any of the products of Australian College of Care Workers; and
- (d) the content or operation in respect to links which are provided for your convenience.

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Australian College of Care Workers' total liability arising out of or in connection with the content or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content to you.

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Indemnity

You agree to indemnify Australian College of Care Workers, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with content you access on or through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

Governing law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules.

The Website is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

This policy must also be read in conjunction with the IT policy.

Dated: September 2019