

www.atgo.org.au – Website Terms and Conditions

1 Introduction and Acceptance of our Terms

- 1.1 Thank you for visiting www.atgo.org.au (**the ATGO Website**). We hope you enjoy your experience while taking advantage of everything the ATGO Website has to offer!
- 1.2 By accessing and using the ATGO Website, or otherwise using any of the services or information created, collected, compiled, or submitted to the ATGO Website, you accept and agree to be bound by these Terms and Conditions (**Terms**) and accordingly you should review them carefully.
- 1.3 If you do not accept these Terms, you must not access, visit, view or otherwise use the ATGO Website. You understand, agree, and acknowledge that these Terms constitute a legally binding agreement between you and Allowed to Grow Old Foundation Limited ABN 44 674 299 524 (**ATGO, we, us or our**) and that your use of the ATGO Website indicates your conclusive acceptance of the Terms.
- 1.4 Our [Privacy Policy](#) and all other notices and communications we provide through the ATGO Website will form part of and be subject to these Terms. To the extent of any inconsistency or conflict between this information and these Terms, these Terms will prevail.
- 1.5 We may change these Terms at any time without notice. Please access the ATGO Website and review these Terms regularly to ensure you are aware of any changes made.

2 Definitions

ATGO Website means the Content, information, features, Tools and Services we make available through the Site, or any other online channel, software, devices or networks whether currently existing or developed in the future.

Copyright Infringement Claim means a notice to us which includes:

- (a) the identification of your copyrighted work which has allegedly been infringed on the ATGO Website;
- (b) a description of the alleged infringing Content on the ATGO Website;
- (c) your name, address and contact details so that we may contact you if further investigation of your claim is required; and
- (d) declarations that:
 - (i) you have not at any time granted us permission, either directly or pursuant to these Terms, to use your copyrighted work in relation to ATGO or the ATGO Website; and
 - (ii) the information provided in the Copyright Infringement Claim is accurate and truthful.

Content means data, information, text, blogs, images, movies, animations and any other digital media whether currently existing or not that may be displayed, delivered through or otherwise embodied in the ATGO Website.

Direct Communication means email, SMS, instant message or any other direct electronic communication.

Intellectual Property means all present and future rights to trade marks, domain names, logos, patents, inventions, copyrights and all similar rights in any part of the world whether registered or unregistered, which directly or indirectly relate to any information, media or process utilised by or embodied in the ATGO Website.

Services means any service offered on the ATGO Website.

Site means all web pages located at the ATGO Website (www.atgo.org.au) including all sub-domains and related sites of the ATGO Website.

Terms means these website terms and conditions between you and us.

Tools means online calculators and other analytical tools, templates, formulas or software available through the ATGO Website which can analyse user provided data and generate reports and other outputs based on that data.

3 Access and use of Website name

- 3.1 Subject to these Terms, you may access and use the ATGO Website at no charge and without registering an account.
- 3.2 You acknowledge and accept that access to and use of parts of the ATGO Website may:
 - (a) be restricted to certain users from time to time; or
 - (b) be subject to terms and conditions in addition to these Terms,and the imposition or removal of any access or use restrictions for any part of the ATGO Website is at our sole discretion.
- 3.3 We do not guarantee that our Site, or any content on it, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 3.4 You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

4 Privacy

We are committed to protecting your privacy. Please refer to our [Privacy Policy](#) for further details on how we collect and protect your information.

5 Content

- 5.1 We derive Content from sources which we believe are accurate and up to date as at the time of publication, however we do not make any representation or warranty as to the currency, reliability, accuracy or completeness of any Content provided via the ATGO Website.
- 5.2 While we use reasonable commercial endeavours to update Content embodied in the ATGO Website, you indemnify and release us from all liability for any claim or loss that directly or indirectly results from your reliance on any Content provided on the ATGO Website.
- 5.3 We may engage third parties to author, design or provide Content for inclusion on the ATGO Website. You acknowledge and agree that in relation to all ATGO Website Content contributed by third parties:
 - (a) any views or opinions expressed in that Content are the views and opinions of that third party and not ours; and
 - (b) despite any attribution of authorship or lack thereof, the responsibility and liability for ensuring the accuracy, legality, completeness and currency of Content lies exclusively with the third party who provided it.

6 Tools

- 6.1 The ATGO Website may enable you to upload and analyse data using online Tools.
- 6.2 You acknowledge and accept that when using Tools:
 - (a) the processing, analysis and outputs generated by Tools are dependant on the accuracy and suitability of the data you provide and input into the Tool;

- (b) any Tools provided on the ATGO Website utilise processes and calculations which are intended to have a general application and accordingly may not be suitable for your specific requirements; and
 - (c) all Tools, and any output generated by Tools, are intended to provide guidance only and any reliance you place on the outputs and results generated by Tools is entirely at your own risk.
- 6.3 All data and information you upload to a Tool will be handled in accordance with our [Privacy Policy](#).

7 Communications from Us

All Direct Communications from us to you will be in accordance with our [Privacy Policy](#)

8 Intellectual Property

- 8.1 By accessing and using the ATGO Website you acknowledge and agree:
- (a) We own all right, title and interest in the Intellectual Property and you will not hinder, impede, invalidate or challenge our ownership or entitlement to use or register any part of the Intellectual Property in any way, or do any act which may diminish the value of the Intellectual Property;
 - (b) any use, downloading, copying, adaption, modification, communication or reproduction of any part of the ATGO Website or the Intellectual Property is strictly prohibited unless necessary for and incidental to your access and use of the ATGO Website; and
 - (c) you must not otherwise copy, upload, communicate, modify, transmit, reproduce, distribute or in any way exploit any of the Site, the Content or the Intellectual Property or Services.
- 8.2 Certain software and other content provided or available through the ATGO Website may be stated to be subject to special or additional rules or conditions which will form part of these Terms.
- 8.3 You agree to use the ATGO Website for lawful purposes only.

9 No Text or Data Mining

- 9.1 You must not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Site or any services provided via, or in relation to, our site for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising, or attempting the use of):
- (a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our site or any data, content, information or services accessed via the same; or
 - (b) any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.
- 9.2 The provisions in this clause should be treated as an express reservation of our rights in this regard.

10 Copyright Infringement Claims

- 10.1 If you genuinely believe that any part of the ATGO Website infringes your copyrighted work you must mail a signed Copyright Infringement Claim to:
- Contact: Georgia Gair
Email: georgia@atgo.org.au
Phone: 0408 444 800

- 10.2 We will assess your Copyright Infringement Claim in good faith and notify you of any outcome. You agree that our determination of any Copyright Infringement Claim is final and no correspondence will be entered into.

11 Modifying and terminating Website name

- 11.1 We reserve the right to modify, update or terminate the ATGO Website or any part of the ATGO Website at any time and at our absolute discretion, without notice or liability to you.
- 11.2 Any change or modification to the ATGO Website means the Content, information, features, Tools and Services we make available through the Site, or any other online channel, software, devices or networks whether currently existing or developed in the future. Website or these Terms is effective immediately upon them being posted on the ATGO Website. If any such change or modification is unacceptable to you, you must not use the Site. If following any such change or modification you continue to use the Site, Services or Content, then you will be deemed to have accepted those changes or modifications.

12 Hyperlinks

- 12.1 We have no control over and are not responsible for the content of any third-party:
- (a) site for which a hyperlink is provided or displayed on the ATGO Website;
 - (b) site framed within the ATGO Website; or
 - (c) advertisements displayed on the ATGO Website.
- 12.2 We expressly disclaim (and do not endorse or verify) the accuracy or reliability of content on third-party websites described in the preceding clause.
- 12.3 Hyperlinks are provided on the ATGO Website for your convenience only and may not be current or operational. Our use or inclusion of a hyperlink on the ATGO Website is not an endorsement, approval or recommendation of the linked website or its content.
- 12.4 We are not responsible for the content or privacy practices associated with third-party websites and accessing these sites you should read their terms, conditions and privacy statements. Your use of or reliance on any third-party website is at your own risk absolutely.

13 Disclaimer

- 13.1 All content, tools or other data on the ATGO Website is provided as **general guidance only** and should not be used for any specific purpose or in substitution for specialised independent advice.
- 13.2 You recognise the limitations of consultations or advice without examination, testing or investigation and never disregard tailored, independent and qualified advice or delay seeking it, because of something you have read on the Site. A website or article can never be a substitute for an independent consultation.
- 13.3 If you have a question or concern about the appropriateness or application of anything on the ATGO Website you must seek advice from a relevantly qualified consultant or professional, including a health professional as appropriate.
- 13.4 We make no representation and give no warranty or undertaking (express or implied) as to the currency, accuracy, completeness, effectiveness or reliability of the ATGO Website or Content for any particular or specific purpose or that the ATGO Website can be used in relation to any business or personal use or in substitution for proper specialised independent advice, including medical or health advice.
- 13.5 We disclaim any and all responsibility or liability for any loss, damage, injury or other claim whatsoever for any outcome arising from your reliance upon the ATGO Website or the ATGO Website's inability to meet your needs.
- 13.6 The use of and your reliance upon the ATGO Website is entirely at your own risk. When using the ATGO Website information will be transmitted over a medium which

may be beyond our or our suppliers' jurisdiction or control. Information and files available from the ATGO Website cannot be guaranteed to be secure, free from computer viruses or other faults or defects and you should scan and check such data accordingly. We do not warrant and cannot ensure the security of any Content you may transmit to the ATGO Website.

- 13.7 We will not be responsible for any delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the ATGO Website which is beyond our direct control. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your computer system which may arise in connection with your use of the ATGO Website.

14 Liability

- 14.1 To the fullest extent permitted by law:

- (a) all conditions and warranties concerning the ATGO Website (whether as to quality, outcome, fitness, care, skill or otherwise) expressed or implied by statute, common law, equity, trade, custom or usage or otherwise are expressly excluded and in respect of those statutory warranties which can not be excluded for any Products or Services provided by us, our liability to you is limited to the remedies contained in section 68A of the *Trade Practices Act* 1974 (Cth), which you agree is your only remedy;
- (b) in no event will we, our officers, employees, agents, contractors, licensors, suppliers, or any other third parties mentioned on the ATGO Website be liable for any loss, costs or damages (including, without limitation, economic or consequential loss, lost profits or special damages) resulting from the use of or inability to use the ATGO Website, whether arising under statute or in contract, tort or any other legal doctrine, and whether or not we are or ought to have been aware of, or advised of the possibility of such loss, costs or damages;
- (c) We are not liable to you or to any third party for any personal injury, including death, caused by access to, use or misuse of the ATGO Website; and
- (d) remedies under these Terms are exclusive and are limited to those expressly provided for in these Terms.

15 General

- 15.1 To the extent that any part of these Terms is invalid, unenforceable, illegal, void or voidable for any reason, then these Terms will be construed and be binding as if the invalid, unenforceable, illegal, void or voidable part had been deleted from them or read down to the extent necessary to overcome the difficulty.
- 15.2 Our waiver of any breach or a failure to enforce or to insist on the observance of a condition of these Terms will not be a waiver of any other or of any subsequent breach.
- 15.3 We will not be responsible or liable for failure to perform any obligation under these Terms if such failure is caused by the occurrence of any matter beyond its reasonable control including, without limitation, industrial disputes, internet and communications outages, fire, flood, war, explosion, accident or act of God.
- 15.4 These Terms are governed by and construed in accordance with the law of the State of New South Wales and the Commonwealth of Australia, and you irrevocably submit to the jurisdiction of the courts of that State and of the Commonwealth of Australia.