

PMHA – Website Terms of Use

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This page sets out the terms and conditions of use (**Terms of Use**) of the website (www.pmha.org.au) (**Website**), which is operated by Perinatal Mental Health Australia Limited (ABN 31 683 210 120) (**PMHA, we, us or our**). Your use of the Website and the content and any services offered through the Website are governed by these Terms of Use.

1. Updates to Terms of Use

We may update, change or replace these Terms of Use from time to time.

If these Terms of Use are updated, amended or replaced, the updated version will be posted on this page and will take effect from the “Last updated” date above.

By continuing to access or use the Website after that date, you agree to these Terms of Use. If you do not agree to any updates to the Terms of Use, you should cease accessing or using the Website.

2. About the Website

The information and material contained on the Website is provided for general information purposes only.

While we take reasonable care to ensure the accuracy, currency and completeness of the information and material contained on the Website, we do not guarantee that it is free from errors or omissions. To the extent permitted by law, including the Australian Consumer Law, we do not guarantee or provide any warranty as to the accuracy, currency, completeness or suitability of the information and material on the Website, and reliance on any such information or material is at your own risk.

We do not guarantee that the Website will be available at all times, or that materials accessible on or through the Website will be free from viruses or other potentially harmful code.

We may add, review, edit, remove or delete any information on the Website, or terminate or suspend the operation of the Website, at any time without notice and without liability to you.

3. Security

The transmission of information over the internet is not completely secure or error-free. While we take steps to secure information provided on or processed through the Website, we cannot guarantee absolute security of this information.

4. Liability

This Website is provided for general information purposes only. To the maximum extent permitted by law, including the Australian Consumer Law, we will not be liable to any person or entity for any loss (including indirect loss), damages or injury resulting from your access to (or inability to access) or use of this Website, or as a consequence of any content or information posted on the Website.

If the consumer guarantees under the Australian Consumer Law apply to your use of our Website then, to the maximum extent permitted by law, our liability for any breach of such implied term will be limited to the supply of the relevant service again or the payment of the cost of having that service re-supplied.

5. Australian Consumer Law

Nothing in these Terms of Use excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any right you may have under the Australian Consumer

Law. **Australian Consumer Law** means schedule 2 of the *Competition and Consumer Act 2010* (Cth).

6. Intellectual property rights, copyright and trade mark notice

Unless otherwise indicated, the rights, title and interest in the Website and all materials on the Website (including intellectual property rights subsisting in the Website and such materials) are owned by us or used by us under licence. This includes, without limitation, all text, graphics, logos, icons, images, video and audio excerpts, designs, interfaces and layouts made available on the Website. This material may be protected by copyright and other intellectual property right laws in Australia and overseas.

You may access, download and print material from the Website for your own personal use or internal business purposes only. You must not amend any part of the material on this Website without our prior written consent.

This Website may contain trade marks which are registered under Australian law. You must not use our trade marks, logos or branding without our prior written consent, except to legitimately identify our activities.

If you provide us with any suggestions, ideas, recommendations or other feedback relating to the Website or our activities, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use that feedback for any purpose, including to create modifications, improvements and enhancements to the Website or our activities.

7. Third-party sites and information

The Website may contain links or references to third-party websites and information, such as our member organisations' websites. The Website may also display content or information from third-party websites within frames on this Website.

Any third-party websites or information are provided for convenience only, and unless otherwise specified, do not indicate any sponsorship, endorsement or recommendation by us. We are not responsible or liable for the content of those third-party websites or information, and do not provide any warranty as to the accuracy, currency, completeness or suitability for any purpose of that information.

You should consider the terms and conditions that apply to access and use of the relevant third-party website before accessing, using, downloading, copying or relying on any third-party website or information for your own purposes.

8. Referring to the Website

If you link to our Website, you must make it clear that the link is to a PMHA website page and ensure that the link and any description are not misleading.

9. Cookies

We may use cookies so we can monitor how you use this Website (such as the date and time of your access and use of the Website, the pages and content you accessed, the website you visited before the Website, and your IP address). We may also use cookies to deliver relevant advertising to you when you are on other websites or social media platforms.

When you access the Website, information collected by cookies may be personal information, in which case we will handle it in accordance with our Privacy Policy (see below for details). If you do not wish to receive cookies, you may update your browser settings so that your device does not accept them. To update your browser settings to reject cookies, please refer to your browser's "help" information. We note that disabling cookies may limit some features of the Website.

10. Website analytics

We use Google Analytics on the Website to gather anonymous information about users of the Website. We use this information to analyse the pages of the Website that are accessed and used, and to improve users' experience and use of the Website.

When you access or use the Website, your browser automatically sends anonymous information to Google. Examples of the information include the web address of the page that you are accessing or using, your IP address and demographic information. Google may also use cookies.

You can read more about how Google uses data for Google Analytics (including how to opt out) at https://support.google.com/analytics/topic/2919631?hl=en&ref_topic=1008008&sjid=6768833659526861095-AP. You may choose not to allow Google to collect your information by opting out of Google Analytics or specifically opting out of Google Analytics display advertiser features.

Our Website also uses Hubspot functionalities, such as contact forms. For more information about how Hubspot handles data, please refer to <https://legal.hubspot.com/privacy-policy>.

11. Acceptable use of the Website

You agree to only use the Website in accordance with these Terms of Use and applicable laws.

You agree that you will not:

- use any automated means (including bots, scrapers, spiders or crawlers) to access, collect or extract data from the Website;
- use any part of the Website or its information or material to train a machine learning or artificial intelligence model;
- attempt to scan, probe, test or otherwise assess the security of the Website;
- attempt to gain unauthorised access to any part of the Website, other accounts, or any systems or networks connected to the Website;
- engage in any conduct that could damage, disable, overburden, impair or adversely affect the proper functioning of the Website (or any systems connected to the Website), such as mail bombing, flooding, denial of service attacks, or similar techniques;
- adversely interfere with any other user's use of the Website;
- reverse engineer, decompile or disassemble any part of the Website, except to the extent such rights may not be excluded by applicable law; or
- remove or alter any copyright, trade mark or other intellectual property notices on the Website.

You may be personally liable for any unlawful use of the Website.

If you think any content on the Website is inappropriate or unlawful or infringes your rights, please contact us using the contact details below.

12. Privacy

Our Privacy Policy is available at www.pmha.org.au/privacy and describes how we handle any personal information we collect about you via this Website or otherwise.

13. Governing law

These Terms of Use are governed by the laws of New South Wales, Australia, and in the event that we have a legal dispute relating to this Website or these Terms of Use, New South Wales courts will have non-exclusive jurisdiction.

Although Australian websites may be accessed outside of Australia, we make no representation that the content complies with the laws of any other country. If you access the Website from outside Australia, you are solely responsible for ensuring compliance with your local laws.

14. How to contact us

If you have any questions or comments on the Website, or any questions about these Terms of Use, please contact us via enquiries@pmha.org.au or by visiting our Website at www.pmha.org.au/contactus.