

CCAV WEBSITE TERMS OF USE

Please read the following terms and conditions (**Terms of Use**) carefully as they govern your use of this website. By accessing the CCAV website (<https://ccav.org.au>) (**Site**) operated by Cemeteries and Crematoria Association of Victoria Inc. (ABN 21 216 427 572) (**we, us, our** and **CCAV**) you agree to these Terms of Use and our Privacy Policy available [here](#).

Acceptance

1. By using our Site, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Site.
2. You agree that further terms and conditions may apply to your use of CCAV platforms (the **Platforms** and the **Platform Terms**).
3. In the event of any inconsistency between the provisions of these Terms of Use and the Platform Terms, you accept that the Platform Terms will apply to the extent of the inconsistency unless we specifically agree to the contrary with you in writing.

Changes to these Terms of Use

4. We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

Changes to the Site

5. We may update and change our Site from time to time to reflect changes to our products and services, our users' needs and our business priorities.
6. Our Site is made available free of charge.
7. We do not guarantee that our Site, or any content on it, will always be available, uninterrupted or be error-free.
8. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons.
9. 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.

Eligibility to use our Site

10. Our Site is directed to users who are residing in and using this Site within Australia. We do not represent that content available on or through our Site is appropriate for use or available in other locations.
11. If you access our Site from outside Australia, you do so at your risk and you are responsible for compliance with laws applicable to your accessing the Site from your location.

Account details

12. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
13. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
14. If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at (executiveofficer@ccav.org.au).

Purchases

15. You acknowledge and agree that only cemetery trusts are eligible to purchase items from our Site.
16. By purchasing an item from our Site, you guarantee that you are a cemetery trust.
17. You acknowledge and agree that if you purchase an item from our Site and you are not a cemetery trust, your right to use our Site will cease immediately and you must, at our option, return the item to the seller or provide any other remedy as advised by us in our absolute discretion.
18. You acknowledge and agree that any item advertised on our Site or purchased by you via our Site may be second hand/used.
19. You acknowledge that any item advertised on our Site or purchased by you via our Site may not have a warranty or any remaining warranty period, we do not represent that such items have a warranty or any remaining warranty period and all inquiries relating to warranty or warranty period, or lack thereof, of items advertised on our Site are a matter for a prospective purchaser.
20. We do not guarantee that advertisements on our Site are correct, accurate, up to date and are not misleading. We are not responsible for any errors in the advertisements.
21. You acknowledge and agree that any item purchased using our Site is purchased from the organisation advertising the item and not from us. You must not contact us if there are any issues or difficulties in the purchasing process with the organisation advertising the item and must raise relevant matters directly with the seller.

How you may use material on our Site

22. We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it, including (but not limited to) text, graphics, audio and video files, information architecture and coding. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
23. Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.
24. You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

25. If you print off, copy or download any part of our Site in breach of these Terms of Use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
26. If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.
27. You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Site.
28. You grant us a perpetual, royalty free, transferable licence to use and display any content that you submit or post to the Site.

Content standards

29. Content standards apply to any and all contributions (if permitted) uploaded to the Site by users (**User Contributions**). User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations.
30. In particular, you warrant that your User Contributions will not:
 - (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
 - (b) contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (c) infringe any patent, trade mark, trade secret, copyright or other intellectual property or other rights of any other person;
 - (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use;
 - (e) be likely to deceive any person;
 - (f) promote any illegal activity, or advocate, promote or assist any unlawful act;
 - (g) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person;
 - (h) impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us;
 - (i) involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; or
 - (j) give the impression that you emanate from or are endorsed by us or any other person or entity, if this is not the case.
31. Whenever you make use of a feature (if any) that allows you to upload content to the Site, or to make contact with other users, you must comply with the content standards in paragraph 23.

32. You warrant that any such contribution complies with the standards in paragraph 23, and you will be liable to us and indemnify us for any breach of that warranty. This means that you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may report any breach of your warranty to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

Disclaimer and limitation of liability

33. To the extent permitted by law, we will in no way be liable to you or anyone else for any loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of this Site or websites of other entities which are hyperlinked from this Site.
34. This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.
35. You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable lawyers' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these Terms of Use.

Your visit to our Site

36. We use cookies (small data files that are stored on your computer) to collect anonymous traffic data and to improve your Site user experience. You can turn off cookies in your browser settings if you do not want them to be active across any digital platform.
37. All of the information we collect is aggregated and cannot be used to identify you individually. This information is used to measure visitor numbers and to assess how the Site was used in order to maintain its effectiveness.
38. When you look at our Site, our internet service provider may make a record of your visit and logs the following information for statistical purposes only - the user's server address, the user's top level domain name (for example .com, .gov, .au, etc), the date and time of the visit to the site, the pages accessed, and documents downloaded, the previous site visited, and the type of browser used.

Privacy

39. Any personal information we collect from individuals through the Site will be handled in accordance with our Privacy Policy. Please see our Privacy Policy [here](#) for further details.

Information on this Site

40. This Site is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Site.

41. The content on and functionality of our Site, is provided for general information only. It is not intended to amount to advice on which you should rely.
42. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content provided on our Site is accurate, complete or up-to-date.

Viruses

43. We do not guarantee that our Site will be secure or free from bugs or viruses or any other type of malicious code or software.
44. You are responsible for configuring your technology to access our Site. You should use your own antivirus software.

Rules about linking to our Site

45. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
46. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
47. Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the home page.
48. We reserve the right to withdraw linking permission without notice.

Australian law

49. These Terms of Use, their subject matter and their formation, are governed by the laws of Victoria, Australia. You and we both agree that the courts in Victoria, Australia will have exclusive jurisdiction.

Prohibited uses

50. You may use the Site only for lawful purposes and in accordance with these terms.
51. You agree not to:
 - (a) use the Site to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
 - (b) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability;
 - (c) use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
 - (d) use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
 - (e) use any manual process to monitor or copy any of the material on the Site or for any other unauthorised purpose without our prior written consent;

- (f) use any automatic or manual process to reverse engineer or decompile any part of the Site;
- (g) use any device, software or routine that interferes with the proper working of the Site;
- (h) introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
- (i) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;
- (j) attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or
- (k) otherwise attempt to interfere with the proper working of the Site.

52. We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

Additional terms and conditions

53. Additional terms and conditions may also apply to specific portions, services or features of the Site and/or the Platforms. Where relevant, all such additional terms and conditions are incorporated by this reference into these terms.

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