

## **Website Terms of Use**

Last reviewed September 2021

This website is owned and operated by Mustard Leadership Australia Inc. (trading as "Mustard Leadership Australia", hereby known as "Mustard").

These Website Terms of Use (hereby known as these "Terms of Use") govern your use of Mustard's website (hereby known as the "Website"); by using the Website you accept these Terms of Use in full. If you disagree with these Terms of Use or any part of these Terms of Use, you must not use our Website.

[If you undertake certain activities with our Website, we ask you to comply with these Terms of Use.]

Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version (<https://mustard.org.au/policies/termsfuse>). Mustard may, in its exclusive discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. These Terms of Use will thus be considered an Agreement between Mustard and you. If you do not accept and abide by this Agreement, you may not use the Website. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

### **1. Description of Service**

Mustard reserves the right to modify, suspend or discontinue the Website with or without notice at any time and without any liability to you.

Mustard reserves the right to refuse service to anyone at any time without notice for any reason.

### **2. Disclaimer of Warranties and Limitation of Liability**

The Website and all information, content, materials, products (including software) and services included on or otherwise made available to you through this site are provided by Mustard on an "as is" and "as available" basis, unless otherwise specified in writing. Mustard makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, products (including software) or services included on or otherwise made available to you through this site, unless otherwise specified in writing. You expressly agree that your use of this site is at your individual risk.

To the full extent permissible by applicable law, Mustard disclaim all warranties, express or implied, including, but not limited to, implied warranties of

merchantability and fitness for a particular purpose. Mustard does not warrant that the Website; information, content, materials, products (including software) or services included on or otherwise made available to you through the Website; their servers; or e-mail sent from Mustard are free of viruses or other harmful components. Mustard will not be liable for any damages of any kind arising from the use of this site or from any information, content, materials, products (including software) or services included on or otherwise made available to you through this site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

### 3. Proper Use

You agree that you are responsible for your own use of the Website, and for any consequences thereof. You agree that you will use the Website in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence and all Australian export control laws.

### 4. Content Policy

You agree to be bound by the following rules and restrictions regarding any content you publish to the Website:

- **Pornography and Obscenity:** Users may not publish content that is in any way pornographic or obscene.
- **Hateful Content:** Users may not publish material that promotes hate toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity.
- **Violent Content:** Users may not publish threats of violence against any person or group of people.
- **Copyright:** Users may not publish any content that infringes another's copyright.
- **Private and Confidential Information:** We do not allow the unauthorised publishing of people's private and confidential information.
- **Impersonation:** We do not allow impersonation of others through The Website in a manner that is intended to or does mislead or confuse others.
- **Unlawful Use of the Website:** The Website should not be used for unlawful purposes or for promotion of dangerous and illegal activities. Your account may be terminated and you may be reported to the appropriate authorities.
- **Spam, Malicious Codes, and Viruses:** We do not allow spamming or transmitting malware and viruses.

Although we may attempt to notify you when major changes are made to this Content Policy, you should periodically review the most up-to-date version. Mustard may, in its exclusive discretion, modify or revise this Content Policy at any time, and you agree to be bound by such modifications or revisions.

Violation of any of this Content Policy may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other

legal consequences. Mustard reserves the right, but shall have no obligation, to investigate your use of the Service in order to (a) determine whether a violation of the Agreement has occurred or (b) comply with any applicable law, regulation, legal process or governmental request.

## 5. Intellectual Property Rights

You acknowledge that Mustard Leadership Australia owns all right, title and interest in and to the Website, including all intellectual property rights (the "Mustard Rights"). Mustard Rights are protected by Australian and international intellectual property laws. As described immediately below, Mustard Rights do not include third-party content used as part of the Website.

**Your Intellectual Property Rights:** Mustard claims no ownership or control over any Content submitted, posted or displayed by you on or through the Website. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit, post or display on or through the Website and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying Content on or through the Website which are intended to be available to the members of the public, you grant Mustard a worldwide, non-exclusive, royalty-free license to reproduce, publish and distribute such Content. Mustard furthermore reserves the right to refuse to accept, post, display or transmit any Content in its exclusive discretion.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content you submit to the Website.

## 6. Privacy

As a condition of using the Website, you agree to the terms of the Mustard Leadership Australia Privacy Policy (<https://mustard.org.au/policies/privacypolicy>), which may be updated from time to time, as expressed in the most recent version that exists at the time of your use. You agree that Mustard may access or disclose your personal information, including the content of your communications, if Mustard is required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Use and the general Mustard Leadership Australia Privacy Policy.

## 7. Use and Storage

You agree that Mustard has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Website. Mustard retains the right to create limits on use and storage at our exclusive discretion at any time with or without notice.

## 8. Content of the Website

Mustard takes no responsibility for any Content submitted, posted or displayed by you or any third party on or through the Website (including, without limitation, any viruses or other disabling features).

Mustard reserves the right, but shall have no obligation, to monitor the Content submitted, posted or displayed by you or any third party on or through the Website.

Mustard does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any Content submitted, posted or displayed by you or any third party on or through the Website. Mustard does not endorse any opinions expressed, posted or displayed by you or any third party on or through the Website. You acknowledge that any reliance on material posted via the Website will be at your own risk.

Mustard reserves the right at all times to remove or refuse to distribute any content on the Website, such as content that violates the terms of this Agreement. Mustard also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Mustard, its users and the public. Mustard will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

## 9. Representations and Warranties

You represent and warrant that (a) all of the information provided by you to Mustard to participate in the Website is correct and current; and (b) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

## 10. Termination or Suspension

Mustard may, in its exclusive discretion, at any time and for any reason, terminate the Website, terminate this Agreement, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to your account or any files or other content contained in your account although residual copies of information may remain in our system for some time for back-up purposes. Sections 2-14 of these Terms of Use (including the section regarding limitation of liability), shall survive expiration or termination.

## 11. Indemnification

You agree to hold harmless and indemnify Mustard, and its officers, employees, volunteers and affiliates from and against any third-party claim arising from or in any way related to your use of the Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits,

judgments, litigation costs and legal fees, of every kind and nature. In such a case, Mustard will provide you with written notice of such claim, suit or action.

## 12. Entire Agreement

This Agreement constitutes the entire agreement between you and Mustard and governs your use of the Website, superseding any prior agreements between you and Mustard. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Mustard services, affiliate services, third-party content or third-party software.

## 13. Waiver and Severability of Terms

The failure of Mustard to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

## 14. Choice of Law; Jurisdiction; Forum

These Terms of Use will be governed by and construed in accordance with the laws of the State of Victoria, without giving effect to its conflict of laws provisions or your actual state or country of residence. Any claims, legal proceeding or litigation arising in connection with the Website will be brought solely in Victoria, and you consent to the jurisdiction of such courts.