

Website Terms of Use

Updated: November 2016

Your use of the www.sensis.com.au website (**Sensis Website**) owned by Sensis Pty Ltd (ABN 30 007 423 312) (**We, Our, or Us**) is subject to:

- these Terms of Use (**Agreement**);
- our [Privacy Policy](#);
- any other terms, conditions, notices, or disclaimers displayed on the Website;

(collectively **Website Terms**).

We make the Sensis Website available to you on the terms and conditions set out in this Agreement. You must only use the Sensis Website in accordance with this Agreement.

By using the Sensis Website You will be deemed to accept the terms and conditions contained in this Agreement and agree to be bound by it.

Certain legislation, including the *Competition and Consumer Act 2010* (Cth) may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded or modified. To the extent that such legislation applies, this Agreement must be read subject to those statutory provisions and nothing in this Agreement is intended to alter or restrict the operation of those provisions.

Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version to the Sensis Website.

By continuing to use the Sensis Website, You will be deemed to have accepted the updated Website Terms and agree to be bound by them.

Registration

We may require You to register with Us in order to access some parts of the Sensis Website.

You are solely responsible for the use of Your user account, and must ensure that You keep all passwords secure. You will be responsible for any access to the Sensis Website using Your registration details, even if that access is by another person.

Website Access and Availability

We reserve the right to modify, discontinue, or disable all or part of the Sensis Website, on either a permanent or temporary basis, at any time. We will endeavour to provide You with prior notice of any modifications by posting on the Sensis Website, however You accept it may not always be possible to provide prior notice.

We may suspend or terminate Your access to all or part of the Sensis Website at any time if You breach the terms of this Agreement in Our reasonable opinion.

Website Use

No Unlawful, Infringing or Offensive Activity

You must not post, transmit to or via the Sensis Website any information or content which breaches any laws or regulations, infringes a third party's rights or privacy or is offensive or contrary to any relevant standards or codes, including generally accepted community standards. You must not permit or enable another person to do any of those things.

You must not transmit any advertising, promotional materials, or similar materials without Our express written permission.

Examples of unlawful, infringing or offensive activity includes, but is not limited to, content that is:

- false or misleading, abusive, harassing, defamatory, offensive, humiliating, vulgar, obscene, pornographic, racist, discriminatory, or invasive of another's privacy;
- an infringement of the intellectual property rights of another party;
- is not owned by You;
- may encourage criminal activity;
- contravenes any applicable laws, regulations, codes and standards;
- disturbs or damages the Sensis Website or its content;
- damages Us or Our reputation; or
- otherwise breaches this Agreement.

We may withdraw or alter any material You provide Us for display on the Sensis Website at our absolute discretion, including, without limitation, if We:

- reasonably consider it is inappropriate, offensive, misleading or deceptive, defamatory, incorrect or in any other way a breach of this Agreement or any law or third party rights; or
- are instructed to do so by any third party.

No Viruses or Other Interference

You must not transmit to or via the Sensis Website any virus or any other information or material or otherwise use the Sensis Website in a way which:

- tampers with, hinders the operation of, or makes unauthorised modifications to the Sensis Website;
- inhibits any other user from using the Sensis Website;
- violates the security of the Sensis Website or accesses any other unauthorised areas of the Sensis Website.

Liability

No Warranties or Representations

To the maximum extent permitted by law, We do not represent or warrant that the content on the Sensis Website is accurate, reliable, suitable or complete. In particular, although We use reasonable care and skill in operating the Sensis Website, We cannot guarantee that the Sensis Website will be continuously available or virus free.

Except as set out below, we exclude all:

- (a) warranties whether express, implied, statutory or otherwise, relating in any way to the Sensis Website or Your use of it; and
- (b) liability (including for negligence) to you or anyone else in respect of any loss or damage (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data) arising from or in connection with any use of the information on or access through the Sensis Website for any reason whatsoever (including negligence)

Where any statute implies any term into Your use of or any arrangement arising out of the accessing of the Sensis Website and that statute prohibits exclusion of that term, then that term is included. If and to the extent permitted by statute, however, Our liability for any breach of such term is limited to the resupply of services.

Our Liability to You

Except as set out under this section, We may be liable to You for breach of contract or negligence under the principles applied by the courts.

We exclude liability for any loss or damage to the extent that it is caused by You.

To the maximum extent permitted by law, We are not liable for damage or loss of any kind arising in connection with Your access to, or use of, or inability to use, the Sensis Website.

Your Liability to Us

You agree to fully compensate and hold Us harmless for any loss, damage, costs, expenses and penalties arising out of Your material breach of this Agreement or any negligence, or any act of fraud by You or on Your behalf.

You are not liable to Us for any loss to the extent that it is caused by Us.

Links to Third Party Sites

The Sensis Website may contain links to third party websites. The links are provided for Your convenience only, and do not indicate, expressly or impliedly, any endorsement by Us of the sites or the information, products, or services provided at those sites. You access those sites and use the information made available at those sites, solely at Your own risk.

Sensis and its contractors make no representation about the accuracy or suitability of the information or links provided on this website. The information is provided on an 'as is' and 'as available basis, without express or implied warranty. You use the information and links at your own risk. We take no responsibility for the content of Internet sites that link from the Sensis Website.

Security

We will endeavour to take all reasonable steps to keep secure any information which We hold about You. Your information is stored on secure servers that are protected in controlled facilities, in accordance with our [Privacy Policy](#).

Intellectual Property Notice

You must not do anything which breaches or interferes with Our intellectual property rights.

Copyright

All copyright and other intellectual property rights subsisting in the Sensis Website and the material on the Sensis Websites (including, without limitation, the software, design, text and graphics, and the selection and layout of the Sensis Website) are owned by or licensed to Us and protected by copyright under the laws of Australia and other countries.

You may view the Sensis Website and its contents using Your web browser.

You may not distribute, reproduce, frame, transmit (including broadcast), communicate, adapt, distribute, sell, publish, alter, modify or create derivative works from any content on the Sensis Website except as permitted by statute or with Our written consent.

Trade Marks

SENSIS®, the Sensis logo, YELLOWPAGES®, YELLOW™, LET YOUR FINGERS DO THE WALKING®, WHITEPAGES®, WHEREIS®, TRUELOCAL®, SKIP®, QUOTIFY®, UBD® and the UBD logo®, among other marks, are trade marks owned by Us and/or Our subsidiaries.

You may not use any of the above trade marks, the names 'Sensis Pty Ltd' or 'Sensis', or the names of any of Our related companies without our prior written consent.

TELSTRA, 1234, CALL CONNECT, DIRECTORY ASSISTANCE and The Sock Puppet are trade marks of Telstra Corporation Ltd reproduced here with permission.

OPENSTREETMAP® is a registered trade mark of OpenStreetMap Foundation (UK).

Your Content and Your Intellectual Property

This section applies if You submit, post, transmit, or otherwise make any material available via the Sensis Website (**Your Content**).

Where You do so, You grant to Us a non-exclusive, irrevocable, perpetual, worldwide, royalty free, transferrable licence to use, reproduce, modify, adapt, publish or communicate to the public Your Content for the reasonable purposes of Our business, and the right to sublicense those rights to others. You also consent to any act or omission that would otherwise infringe any of Your rights (including Your moral rights) in Your Content.

You warrant that You have the right to grant the above licence, and that Our exercise of the licence rights above will not infringe the intellectual property rights of any third party, and that the content is not defamatory and does not breach any law.

We may review Your Content, but are not obliged to do so. We may also alter or remove any of Your Content at any time, including to ensure the functionality of our services.

Third Party Copyright – Illegal Downloading or File Sharing

The *Copyright Act 1968* (Cth) protects materials such as films, music, books, and computer programs. You break the law if You download, copy, share or distribute this material, unless You are allowed to do so by the Act or You have the copyright owner's permission.

Please don't use Our services to do any of these things, because if You do, we may have to cancel Your services and the copyright owner could take legal action against You.

Attribution

You must not obscure, remove, mask or replace any attribution statements or copyright notices or logos which are embedded in any information provided to you.

General

Inconsistent Terms

To the extent that any terms of this Agreement are inconsistent with any other terms displayed on individual pages of the Sensis Website (**other terms**), the other terms will govern to the extent of the inconsistency only.

No Waiver for Breaches

If We do not act in relation to a breach of the Website Terms by You, We do not waive any rights to act in relation to that breach or any later breach by You.

If You do not act in relation to a breach of the Website Terms by Us, You do not waive any rights to act in relation to that breach or any later breach by Us.

Privacy and Personal Information

Any personal information collected by Us through the Sensis Website will be handled in accordance with our [Privacy Policy](#).

Unenforceable Provisions

If any provision of this Agreement or the Website Terms is invalid or unenforceable in a jurisdiction, the provision should be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability. It will not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Governing Law

This Agreement and the Website Terms are governed by the laws in force in Victoria, Australia.

You and We submit to the non-exclusive jurisdiction of the courts of Victoria and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.