

Terms of use

(for The Gift Register)

[Effective 14 March 2012]

Thank you for accessing The Gift Register website located at www.thegiftregister.com.au (“**the Website**”), operated by The Gift Register Pty Ltd (“**The Gift Register**”). Set out below are the terms and conditions upon which the Website operates.

By accessing, viewing, or using our content, activities and services (“**Content**”) which are made available through our Website, our Application available on social networking sites, or any mobile versions thereof (**collectively known as “The Gift Register Sites**”), you accept these terms and conditions as binding on you (hereafter “**You**”), including anyone with express or implied authority to act on Your behalf.

Agreement. Your Agreement with The Gift Register includes these terms and conditions, and any other policies and guidelines published on the Website. Accordingly, a reference to this “**Agreement**” in these terms and conditions includes reference to such policies and guidelines. Those policies and guidelines include, without limitation, The Gift Register’s [Privacy Policy](#).

These terms and conditions and The Gift Register’s policies and guidelines may change from time to time. You acknowledge and agree that as amended, those policies and guidelines and these terms and conditions form part of this Agreement. Any amendments take immediate effect from the date on which they are first published on the Website.

Role of The Gift Register. You acknowledge and agree that The Gift Register is not involved in any actual transactions that may take place between users of The Gift Register Sites. Any arrangement that You enter into with another user of The Gift Register Sites is entirely a matter between You and that user.

Third Party Content. Much of the Content included on The Gift Register Sites is supplied by third parties. As such, You agree that The Gift Register makes no representation as to any Content’s accuracy or compliance with any applicable laws, nor is The Gift Register responsible in any way for any aspect of any product or service offered through, advertised or identified in, or hyperlinked to by, such Content. It is Your responsibility to verify that any Content is accurate and suitable for Your purposes.

No Partnership. Nothing in this Agreement creates any partnership, employment, agency or other similar relationship between You and The Gift Register. The Gift Register does not act as the partner, employer, agent or similar representative of any other user of The Gift Register Sites.

Responsibility for Content. You acknowledge and agree that any Content that is uploaded, posted, selected, designated or otherwise made accessible through The Gift Register Sites whether directly or indirectly (“**Posted Content**”) by You. It is Your sole responsibility and The Gift Register has no editorial control over that Content.

Uploading Content. By uploading, posting, selecting or designating any content (“**Posted Content**”), You represent and warrant that You have the full legal right to upload, post, select or designate this Content including but not limited to:

- that the Content does not infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity; and
- that the Content does not violate any law, statute, ordinance or regulation.

Responsibility. You are solely responsible for ensuring that Your Posted Content and Your dealings with other users of The Gift Register Sites complies with all applicable laws.

Take Down Right. Nothing in this clause affects The Gift Register’s right to take down Content as permitted elsewhere in this Agreement. When You access Posted Content of third parties, The Gift Register does not guarantee that Posted Content will be free of unsafe, objectionable or unlawful material.

Improper use and material. You agree that You must not do any of the following when accessing The Gift Register Sites or any Content or when submitting Posted Content:

- post any material that is threatening, abusive, defamatory, obscene, indecent or otherwise unlawful;
- engage in any conduct, or make any representation, that is false, misleading or deceptive;
- infringe any third-party right, including third party intellectual property rights;
- engage in fraudulent activity;
- upload, provide hyperlinks to or otherwise seek to distribute computer viruses or other harmful programs or code;
- post, upload, provide hyperlinks to or otherwise seek to distribute or publish spam or unsolicited advertisements;
- interfere with the operation of The Gift Register Sites in any way.

By submitting any Posted Content, You represent to The Gift Register that that Posted Content does not and is not likely to offend against any of the above.

Licence and personal information. When submitting any Posted Content, You grant The Gift Register a non-exclusive, worldwide, irrevocable, royalty-free licence, to use and sublicense the use of any information and intellectual property rights (including copyright, trade mark rights and rights in respect of databases) contained in the Posted Content, for the purpose of making that Posted Content available on The Gift Register Sites. By submitting any Posted Content, You represent that You have the right to grant a licence to The Gift Register.

By using The Gift Register Sites or posting Content, You agree to The Gift Register using, collecting, storing and where necessary transferring any personal information You submit, in accordance with the [Privacy Policy](#).

Removal/refusal. You agree that The Gift Register has the right at its absolute discretion and without any liability to You to do any of the following:

- cease to operate any or all of The Gift Register Sites or discontinue any service or feature available through The Gift Register Sites;
- reject any application for or cancel any member account;

- restrict, temporarily or permanently, Your usage of The Gift Register Sites;
- refuse to make accessible through, or remove from, The Gift Register Sites any Posted Content that in The Gift Register’s opinion offends, or is likely to offend, against any of the terms of this Agreement or any person; and
- take legal steps or introduce technical measures to address any issue arising in respect of The Gift Register Sites, whether temporarily or permanently, without notice to You.

Disclaimer of warranties. You acknowledge and agree that The Gift Register Sites and Content is provided “as is” without representation or warranty, whether express or implied. To the maximum extent permitted by law, The Gift Register expressly disclaims all warranties and representations, express or implied, including those as to quality, merchantability, or fitness for a particular purpose and those arising by any Act or Statute.

The Gift Register does not guarantee that Your access to The Gift Register Sites or Content will be uninterrupted, error-free or secure, and to the maximum extent permitted by law gives no warranty about the availability of The Gift Register Sites, services or Content.

Limitation of liability. You agree that The Gift Register is not responsible in any way for any conduct, act or omission of other users of the Website, including Posted Content, and You will not hold The Gift Register responsible for the same.

Indemnity. You are solely responsible for all Posted Content submitted or accessed by You, Your use of The Gift Register Sites, and any consequences that may result from the same. You hereby indemnify The Gift Register and agree to keep The Gift Register forever indemnified against any and all losses, damages, costs, expenses, claims or actions inclusive of all legal fees and disbursements resulting from or arising out of any breach by You of Your obligations under this Agreement or out of any use made by You of The Gift Register Sites or The Gift Register’s services, including any such losses, damages, costs or expenses incurred in relation to claims by a third party that its rights have been infringed.

Notices. Notices to us must be sent to the following email address: thegiftregister@gmail.com

Complaint Procedure. If You believe that any content or postings on The Gift Register Sites violate Your intellectual property or other rights, please send an email to The Gift Register at thegiftregister@gmail.com. A detailed complaint notice which includes the following information:

- Sufficient identification of the copyright work claimed to have been infringed;
- Information reasonably sufficient to permit The Gift Register to contact You, including but not limited to, Your name, email address, telephone number and physical mailing address;
- Details of the ownership of the content alleged to be infringed; and
- Details of what law (including country) is being contravened.

Links to Other Websites. The Gift Register Sites and its Content may contain links to third party websites and website content. You acknowledge that The Gift Register has no control over the content and operation of such websites and content and You follow any hyperlinks entirely at Your own risk. Further, The Gift Register expressly disclaims any and all responsibility for any transaction that You enter into or carry out with these third party websites.

Third Party Materials, Products and Services. Parties other than The Gift Register may provide products or services on The Gift Register Sites or be referenced on The Gift Register Sites. The Gift Register expressly disclaims any or all responsibility for or related the content and operation of such websites and content.

Affiliate Marketing. The Gift Register is a participant in affiliate marketing. Affiliate marketing is designed to provide financial rewards to The Gift Register for each visitor or customer brought to The Gift Register's affiliate partner.

General matters. This Agreement represents the entire agreement between You and The Gift Register, and supersedes all prior agreements and representations. You acknowledge and agree that in entering into the Agreement, or in using The Gift Register Sites or Content in any way, You have not relied upon any representation made by The Gift Register.

Enforceability. If The Gift Register does not immediately enforce a provision of this Agreement, this does not amount to a waiver of The Gift Register's right to do so at a later date.

Severability. Where a clause of this Agreement is void, illegal or unenforceable and its severance would not fundamentally alter the character of the bargain struck between the parties, it may be severed without affecting the enforceability of the other provisions in this Agreement.

Applicable laws. This Agreement shall be construed in accordance with and governed by the laws in force in the State of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.

Last updated on 14 March 2012