

TERMS & CONDITIONS

1. About the Website

1.1. Welcome to www.auliving.com.au (the 'Website'). The Website provides news and sponsored contents (the 'Services').

1.2. The Website is operated by Vct Multimedia Pty. Ltd. PTY. LTD. (ABN 27164333939) . Access to and use of the Website, or any of its associated Products or Services, is provided by Vct Multimedia Pty. Ltd.. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

1.3. Vct Multimedia Pty. Ltd. reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Vct Multimedia Pty. Ltd. updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

Vct Multimedia Pty. Ltd acknowledged that you accept the Terms by remaining on the Website.

3. Copyright and Intellectual Property

3.1. The Website, the Services and all of the related products of Vct Multimedia Pty. Ltd. are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Vct Multimedia Pty. Ltd. or its contributors.

3.2. The original content and photos, videos are copyright protected and published on the websites owned by Vct Multimedia Pty. Ltd, unless stated otherwise. Please email us before re-publishing our content elsewhere. Vct Multimedia Pty. Ltd may grant you a worldwide, non-exclusive, whilst you are a Member to:

- (a) use the Website pursuant to the Terms;
- (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (c) print pages from the Website for your own personal and non-commercial use.

Vct Multimedia Pty. Ltd. does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Vct Multimedia Pty. Ltd..

3.3. You may not, without the prior written permission of Vct Multimedia Pty. Ltd. and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

4. Privacy

Vct Multimedia Pty. Ltd. takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Vct Multimedia Pty. Ltd.'s Privacy Policy, which is available on the Website.

5. General Disclaimer

5.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

5.2. Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(b) Vct Multimedia Pty. Ltd. will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

5.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, contributors and licensors of Vct Multimedia Pty. Ltd. make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Vct Multimedia Pty. Ltd.) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

(b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

(c) costs incurred as a result of you using the Website, the Services or any of the products of Vct Multimedia Pty. Ltd.; and

(d) the Services or operation in respect to links which are provided for your convenience.

6. Dispute Resolution

6.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

6.2. Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

6.3. Resolution:

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

(a) Within 15 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, 15 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by legal nominee;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in Australia.

6.4. Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

6.5. Termination of Mediation:

If the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

7. Venue and Jurisdiction

The Services offered by Vct Multimedia Pty. Ltd. is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

8. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under

and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

9. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power.

10. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

条款和条件

1.关于本网站

1.1。欢迎访问 www.auliving.com.au (“网站”)。本网站提供新闻和赞助内容 (“服务”)。

1.2。本网站由 Vct Multimedia Pty.Ltd。PTY 运营。LTD。(ABN 27164333939)。访问和使用本网站或其任何相关产品或服务由 Vct Multimedia Pty.Ltd 提供。请仔细阅读这些条款和条件 (“条款”)。通过使用,浏览和/或阅读本网站,这表示您已阅读,理解并同意受本条款的约束。如果您不同意本条款,则必须立即停止使用本网站或任何服务。

1.3。Vct Multimedia Pty.Ltd。保留自行决定更新本页面以审查和更改任何条款的权利。当 Vct Multimedia Pty.Ltd。更新条款时,它将尽合理努力向您提供条款更新通知。对条款的任何更改均自其发布之日起立即生效。在继续之前,我们建议您保留一份条款副本以供记录。

2.接受条款

Vct Multimedia Pty.Ltd 承认您保留在本网站上接受本条款。

3.版权和知识产权

3.1。Vct Multimedia Pty.Ltd。的网站,服务和所有相关产品均受版权保护。本网站上的资料受澳大利亚法律和国际条约的版权保护。除非另有说明,否则服务和网站编辑中的所有权利(包括版权)(包括但不限于文本,图形,徽标,按钮图标,视频图像,音频剪辑,网站,代码,脚本,设计元素和交互功能)或服务是为此目的拥有或控制的,由 Vct Multimedia Pty.Ltd。或其贡献者保留。

3.2。除非另有说明,否则原始内容和照片,视频受版权保护并在 Vct Multimedia Pty.Ltd 拥有的网站上发布。请在重新发布我们的内容之前给我们发电子邮件。Vct Multimedia Pty.Ltd 可能会授予您全球性的非独家性,同时您是以下会员:

- (a) 根据条款使用本网站;
- (b) 将本网站及本网站所含资料复制并存储在您设备的缓存中;和
- (c) 从本网站打印页面,供您个人和非商业用途。

Vct Multimedia Pty.Ltd。不授予您与本网站或服务相关的任何其他权利。 Vct Multimedia Pty.Ltd 明确保留所有其他权利。

3.3。未经 Vct Multimedia Pty.Ltd。事先书面许可并获得任何其他相关权利人的许可，您不得：向第三方广播，重新发布，上传，传输，发布，分发，展示或播放，除非本条款另有规定，否则出于任何目的以任何方式修改或更改服务或第三方服务。此禁令不适用于网站上的材料，这些材料可以免费重复使用或属于公共领域。

4.隐私

Vct Multimedia Pty.Ltd。严肃对待您的隐私，通过您使用本网站和/或服务提供的任何信息均受 Vct Multimedia Pty.Ltd。的隐私政策的约束，该政策可在网站上获得。

5.一般免责声明

5.1。本条款中的任何内容均不限制或排除法律暗示或强加的任何担保，保证，陈述或条件，包括澳大利亚消费者法（或其中的任何责任），法律可能不会限制或排除这些法律。

5.2。在符合本条款的前提下，并在法律允许的范围内：

(a) 不包括条款中未明确规定的条款，担保，保证，陈述或条件;和

(b) Vct Multimedia Pty.Ltd。对任何特殊的，间接的或后果性的损失或损害（除非由于我们未能满足适用的消费者保证而可合理预见的损失或损害），利润或机会的损失，或因服务或本条款引起或与之相关的商誉损害（包括由于无法使用服务或延迟提供服务），无论是普通法，合同，侵权（包括疏忽），根据法规或其他方式，在权益中。

5.3。使用本网站和服务的风险由您自行承担。网站和服务上的所有内容均“按原样”和“可用”提供给您，不附带任何保证或条件。 Vct Multimedia Pty.Ltd。的附属公司，董事，高级职员，员工，贡献者和许可方均不对服务或任何产品或服务（包括 Vct Multimedia Pty。的产品或服务）作出任何明示或暗示的陈述或保证。有限公司）在网站上提到。包括（但不限于）您可能因以下任何原因而遭受的损失或损害：

(a) 性能，错误，遗漏，中断，删除，缺陷，未能纠正缺陷，延迟操作或传输，计算机病毒或其他有害成分，数据丢失，通信线路故障，非法第三方行为或盗窃，破坏，篡改或未经授权访问记录；

(b) 网站，服务或其任何服务相关产品（包括网站上的第三方材料和广告）上任何信息的准确性，适用性或通用性；

(c) 因使用本网站，服务或 Vct Multimedia Pty.Ltd。的任何产品而产生的费用;和

(d) 为方便您而提供的链接服务或操作。

6. 争议解决

6.1. 强制：

如果争议产生于或与本条款有关，则任何一方均不得就争议开始任何法庭或法院程序，除非遵守以下条款（除非寻求紧急的中间救济）。

6.2. 注意：

根据本条款提出声称争议（“争议”）的条款的一方，必须向另一方发出书面通知，详细说明争议的性质，期望的结果以及解决争议所需的行动。

6.3. 解析度：

在该另一方收到该通知（“通知”）后，条款的各方（“各方”）必须：

- (a) 在通知通知的 15 天内，通过谈判或其他可能相互同意的其他方式迅速解决争议；
- (b) 如果出于任何原因，在通知日期后 15 天，争议尚未解决，双方必须同意选择调解员或要求由合法代理人指定适当的调解员；
- (c) 双方对调解员的费用和合理费用以及调解地点的费用负有同等责任，并且不限制前述承诺支付调解员要求的任何金额作为调解开始的先决条件。各方必须各自支付与调解有关的费用；
- (d) 调解将在澳大利亚举行。

6.4. 机密：

缔约方就本争议解决条款引起的和与之相关的谈判的所有通信都是保密的，并且在可能的情况下，必须视为适用的证据法“无偏见”的谈判。

6.5. 终止调解：

如果争议尚未解决，任何一方均可要求调解员终止调解，并且调解人必须这样做。

7. 场地和管辖权

Vct Multimedia Pty.Ltd。提供的服务旨在供澳大利亚居民查看。如果因本网站引起的或与本网站有关的任何争议，您同意解决任何争议的专属场所应在澳大利亚维多利亚州的法院。

8. 适用法律

本条款受澳大利亚维多利亚州法律管辖。任何因本条款及其所产生的权利而产生或以任何方式引起的争议，争议，诉讼或索赔，均受澳大利亚维多利亚州法律管辖，解释和解释，并不参考尽管存在强制性规则，但法律冲突原则仍然存在。该管辖法律条款的有效性没有争议。本条款对本协议双方及其继承人和受让人的利益具有约束力。

9. 独立法律咨询

双方确认并声明条款的规定是公平合理的，双方都有机会获得独立的法律建议并宣布条款不以不平等或议价能力为由违反公共政策。

10. 遣散费

如果这些条款的任何部分被有管辖权的法院认定为无效或不可执行，则该部分应予以切断，其余条款仍然有效。