
SYDNEY CHIC – BLOG TERMS OF USE

Welcome to my blog! This blog is owned and operated by *Debbie Carr t/as Sydney Chic* (and is available at: [*Sydney Chic*] ABN 73 525 352 237 (**Blog**)).

These Blog Terms of Use (**Terms**) govern your use of my Blog and form a contract between you and I. Please read these Terms carefully. If you have any questions, please contact me using the contact details below. Reading my Blog indicates that you have had sufficient opportunity to access these Terms and that you have read and accepted these Terms.

1. **Information:** The information, including statements, opinions and documents, contained in this Blog (**Information**) is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. Any reliance you place on the Information is at your own risk. Before acting on any Information, I recommend that you consider whether it is appropriate for your circumstances, carry out your own research and seek professional advice, where necessary.
2. **Amendment:** The Information and Terms may be amended without notice from time to time in my sole discretion. Your use of my Blog following any amendments indicates that you accept the amendments. You should check the Terms regularly to ensure you are aware of any changes, and only proceed to use the Blog if you accept and will comply with the new Terms.
3. **Your warranties:** You warrant to me that you have the legal capacity to enter these Terms and form a contract, and that you have read and understood these Terms, before using the Blog.
4. **Licence to use the Blog:** I grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable right and licence to use the Blog for your personal, non-commercial use, in accordance with these Terms. All other uses are prohibited without my prior written consent.
5. **Copyright and Intellectual Property Rights:**

My Blog contains material which is owned by or licensed to me and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, appearance, layout and look of my Blog. I own the copyright which subsists in all creative and literary works displayed on the Blog.

You agree that, as between you and I, I own all intellectual property rights in the Blog, and that nothing in these Terms constitutes a transfer of any intellectual property rights. Your use of the Blog does not grant you a licence to, or act as a right to, use of any of the intellectual property, whether registered or unregistered, displayed on the Blog without the express written permission of the owner.

You must not breach any copyright or intellectual property rights connected with the Blog. This includes but is not limited to:

- (a) altering or modifying any of the code or the material on the Blog;
- (b) causing any of the material on the Blog to be framed or embedded in another website;
- (c) creating derivative works from the content of the Blog; or
- (d) using the Blog for commercial purposes.

If an individual or agency believes that their intellectual property has been violated, they must notify me immediately. I will review such notices and act accordingly. Such responses may include removing the infringing material or disabling any links to the infringing content.

6. Republishing:

You may republish, copy, distribute, transmit, or publicly display (in hard copy, soft copy or online) material on the Blog on the following grounds:

- (a) you must make no alterations to the material;
- (b) you must attribute the material to my Blog, including linking back to my Blog where possible; and
- (c) you must not do so in a way that could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy, or that would bring us, or the Blog, into disrepute.

You agree that any comments posted on the Blog gives me an implied license to display the comments or incidental reproduction or associated copying.

It is under my complete discretion to remove or terminate access to the Blog if any comments could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy, or that would bring us, or the Blog, into disrepute.

7. **Prohibited Conduct:** You must not:
 - (a) Use the Blog for any activities, or post or transmit any material from the Blog:
 - that infringes the intellectual property or other rights of any person;
 - that would cause you or me to breach any law, regulation, rule, code or other legal obligation;
 - that defames, harasses, threatens, menaces, offends or restricts any person;
 - that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or
 - that would bring me, or the Blog, into disrepute;
 - (b) Interfere with or inhibit any user from using the Blog;
 - (c) Use the Blog to send unsolicited email messages;
 - (d) Attempt to or tamper with, hinder or modify the Blog, knowingly transmit viruses or other disabling features, or damage or interfere with the Blog, including but not limited to the use of trojan horses, viruses, or piracy or programming routines that may damage or interfere with the Blog; or
 - (e) Facilitate or assist another person to do any of the above acts.
8. **Privacy:** I am committed to protecting your privacy. Please read my Privacy Policy, which is available on the Blog. By agreeing to these Terms, you agree to accept my Privacy Policy.
9. **Your content:** If you add any content on the Blog, you:
 - (a) warrant to me that you have all necessary rights to post the content;
 - (b) grant me a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including but not limited to, by reproducing, changing, and communicating the content to the public) and permit me to authorise any other person to do the same thing;
 - (c) you agree that any content posted by you upon the Blog gives me the implied license to display the content to viewers; and
 - (d) you consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must ensure that the third party consents in the same manner.
10. **Third party information:** The Blog may contain third party information, including but not limited to user comments, guest articles and advertisements (**Third Party Information**). I do not control, recommend, endorse, sponsor or approve Third Party Information, including any information, products or services mentioned in Third Party Information. You should make your own investigations with respect to the suitability of Third Party Information for you.
11. **Third Party links and websites:** This Blog may contain links to websites owned by third parties (**Third Party Blogs**). I do not control, recommend, endorse, sponsor or approve Third Party Blogs, including any information, products or services mentioned on Third Party Blogs. You should make your own investigations with respect to the suitability of Third Party Blogs for you.
12. **Reservation of Rights:** I reserve the right to amend or delete any and all of your content, Third Party Information and/or Third Party Blogs, and to block any user, if we believe that there is a violation of these Terms, or for any other reason, in my sole discretion.
13. **Delays and outages:** I am not responsible for any delays or interruptions to the Blog. I will use commercially reasonable efforts to minimise delays and interruptions. I cannot warrant that the Blog will be available at all times or at any given time. I may at any time and without notice to you, discontinue the Blog in whole or in

part. I am not responsible for any loss, cost, damage or liability that may result from my discontinuance of the Blog.

14. Limitation of Liability:

To the extent permitted by law, we exclude all liability for any loss, damage, costs or expense, whether direct, indirect, incidental, special and/or consequential including loss of profits, suffered by you or any third party, or claims made against you or any third party which result from any use of or access to, or any inability to use or access, the Blog.

To the extent permitted by law, we exclude all representations, guarantees, warranties or terms (whether express or implied) other than those expressly set out in these Terms, and the Australian Consumer Law to the extent applicable.

15. Disclaimer:

The Blog is provided to you without warranties, express or implied, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose. I do not warrant that the functions contained in any material on the Blog or your access to the Blog will be error free, that any defects will be corrected, that the Blog or the server which stores and transmits material to you are free of viruses or any other harmful components, or that the Blog will operate on a continuous basis or be available at any time.

While we endeavour to keep the Blog and Information up to date and correct, we make no representations, warranties or guarantee, express or implied, about:

- (a) the completeness, accuracy, reliability, suitability or availability of any Information, images, products, services, or related graphics contained on the Blog for any purpose;
- (b) Third Party Information; or
- (c) Third Party Blogs.

You read, use, and act on information contained on the Blog, Third Party Information and/or Third Party Blogs, strictly at your own risk.

16. Indemnity: By using the Blog, you agree to defend and fully indemnify and hold me (and my officers, directors, employees, contractors and agents) harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to:

- (a) your use of or access to the Blog;
- (b) any breach by you of these Terms; or
- (c) any wilful, unlawful or negligent act or omission by you.

This defence and indemnification obligation will survive these Terms and your use of the Blog. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by me without restriction.

17. Breach: You may only use the Blog for lawful purposes and in a manner consistent with the nature and purpose of the Blog. By using the Blog, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable you must not use the Blog. I reserve the right to remove any and all content found to be in breach of intellectual property rights, including without limitation copyright, or which in my opinion is deemed inappropriate and/or illegal. If you breach these Terms, we reserve the right to block you from the Blog and to enforce my rights against you. If we do not act in relation to a breach of these Terms by you, this does not waive my rights to act with respect to subsequent or similar breaches of these Terms by you. All rights not expressly granted in these Terms are reserved.

18. Exclusion of Competitors: You are prohibited from using the Blog, including the Information, in any way that competes with my business. If you breach this term, we will hold you responsible for any loss that we may sustain, and hold you accountable for any profits that you may make from non-permitted use. I reserve the right to exclude any person from using the Blog and Information, in my sole discretion.

19. Enforceability: If any provision of these Terms is found to be illegal, invalid or unenforceable by a court of law, then the provision will not apply in that jurisdiction and is deemed not to have been included in these Terms in that jurisdiction. This will not affect the remainder of these Terms, which continue in full force and effect.

20. **Further Assurances:** Each party must, at its own expense, do everything reasonably necessary to give full effect to these Terms and the events contemplated by them.
21. **Termination:** These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in the Terms will survive.
22. **Disputes:** You agree to use your best endeavours to use mediation and negotiation to resolve any dispute arising out of or relating to these Terms, prior to resorting to an external dispute resolution process. Please notify me in writing of any dispute you may have.
23. **Jurisdiction:** Your use of the Blog and any dispute arising out of your use of it is subject to the laws of New South Wales and the Commonwealth of Australia. These Terms are governed by the laws of New South Wales and the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts operating in New South Wales. The Blog may be accessed throughout Australia and overseas. I make no representation that the Blog complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Blog from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Blog.

For questions and notices, please contact me at:

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Email: Sydney@sydneychic.com.au

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