

Dr Deb The Travel Doctor

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Website Terms and Conditions

1. Purpose

- (1) The purpose of this *Website Terms and Conditions* is to, without limitation, set forth the terms and conditions for accessing, viewing and using **the website**.

2. Repeal and Enactment

- (1) *Website Terms and Conditions* with a Version Number of less than 1.0 are repealed.
- (2) This *Website Terms and Conditions* (Version Number 1.0) is:
 - (a) a **policy**; and
 - (b) enacted.

3. Interaction with Policies

- (1) This *Website Terms and Conditions* is subject to:
 - (a) the *Governing Policy* (available at <http://www.thetraveldoctor.com.au/governingpolicy/>);
 - (b) the *Email Terms and Conditions* (available at <http://www.thetraveldoctor.com.au/email-terms-conditions/>); and
 - (c) the *Privacy Policy* (available at <http://www.thetraveldoctor.com.au/wp-content/uploads/2015/08/privacy.pdf>).

4. Definitions

- (1) Terms that appear in bold are defined in Schedule 1.

5. Ownership

- (1) **The website** is owned and governed by **Dr Deb The Travel Doctor**.

6. Intellectual Property

6.1. Licence

- (1) Content available on **the website**, other than that content mentioned in Section 6.1(2), is licensed under a Creative Commons Attribution-NoDerivatives 4.0 International License (available at <http://creativecommons.org/licenses/by-nd/4.0/>) by **Dr Deb The Travel Doctor**.
- (2) Content available on **the website** that is not licenced under a Creative Commons Licence by **Dr Deb The Travel Doctor**:
 - (a) is the property of a third party, unless confirmed otherwise;
 - (b) has been copyrighted by a third party, unless confirmed otherwise;
 - (c) has been made available on **the website**:
 - (i) pursuant to **law**; and
 - (ii) under license, unless confirmed otherwise; and
 - (d) encompasses:
 - (i) all images, excluding the **Dr Deb The Travel Doctor** logo;
 - (ii) all maps and map data (© 2016 Google); and
 - (iii) all fonts.
- (3) Permission must be obtained from the copyright owner of third party content to use that content, unless confirmed otherwise.

6.2. Attribution

6.2.1. Instructions

- (1) Content obtained from **the website** that is licensed under a Creative Commons Attribution-NoDerivatives 4.0 International License by **Dr Deb The Travel Doctor** must be attributed to **Dr Deb The Travel Doctor** as the 27 Unicode character copyright notice within the left double quotation marks and the right double quotation marks mentioned in Section 6.2.2(1).

6.2.2. Notice

- (1) “© 2016 Dr Deb The Travel Doctor”.

6.3. Severability

- (1) Notwithstanding Section 6.1 to Section 6.2, if there is an inconsistency between this *Website Terms and Conditions*, or part thereof, and the Creative Commons Attribution-NoDerivatives 4.0 International License, or part thereof, or a licence, within the meaning of Section 6.1(2)(c)(ii), or part thereof, that Creative Commons Attribution-NoDerivatives 4.0 International License or licence shall prevail, and this *Website Terms and Conditions*, to the extent of the inconsistency, shall be severed, invalidated and deleted, and all other Sections, or part thereof, of this *Website Terms and Conditions* shall continue to be in force.

7. Hyperlinking

- (1) A hyperlink to **the website** must:
 - (a) use accurate display text; and
 - (b) not use an inline linking technique.
- (2) A website that hyperlinks to **the website** must not contain content that is defamatory, is distasteful, is obscene, is offensive, is scandalous, contravenes a **law**, disparages or adversely affects the brand or reputation of **Dr Deb The Travel Doctor** or the goods and services offered by **Dr Deb The Travel Doctor**, makes a representation, not previously authorised by **Dr Deb The Travel Doctor**, about **Dr Deb The Travel Doctor** or the goods and services offered by **Dr Deb The Travel Doctor**, including a representation of an endorsement, a sponsorship, an affiliation or an approval of that website, the host of that website or the owner of that website by **Dr Deb The Travel Doctor**, or claims that a **document** belonging to **Dr Deb The Travel Doctor** belongs to that website, the host of that website or the owner of that website.

8. Security

- (1) Access to, viewing of and use of **the website** cannot be guaranteed to be secure and error-free as website transmission may:
 - (a) be intercepted, be corrupted, be lost, be destroyed or arrive late or incomplete; or
 - (b) contain a virus, another malicious computer program or code, or another thing that may damage a computer that accesses, views or uses **the website** or data on that computer.

9. Privacy

9.1. Interaction with *Privacy Policy*

- (1) The collection, storage, use and disclosure of personal information in relation to **the website** is pursuant to the *Privacy Policy*.

9.2. Tracking

- (1) Upon accessing, viewing or using **the website**, a **worker** or **Dr Deb The Travel Doctor** may record and store:
 - (a) the Internet Protocol Address used to access, view or use **the website**; or
 - (b) how **the website** was accessed, viewed or used; or
 - (c) the device used to access, view or use **the website**; or
 - (d) the kind of device used to access, view or use **the website**; or
 - (e) the location of the device used to access, view or use **the website**; or
 - (f) the operating system of the device used to access, view or use **the website**; or
 - (g) the internet browser used to access, view or use **the website**; or
 - (h) the version of the internet browser used to access, view or use **the website**; or
 - (i) the language of the internet browser used to access, view or use **the website**;
or
 - (j) whether **the website** was accessed, viewed or used; or
 - (k) the time and date that **the website** was accessed, viewed or used; or
 - (l) the duration for which **the website** was accessed, viewed or used; or
 - (m) the frequency with which **the website** was accessed, viewed or used.

10. Online Forms

- (1) For the purposes of this *Website Terms and Conditions*, submission of an online form within **the website** constitutes the transmission of an **email** to **Dr Deb The Travel Doctor** by the submitter of that online form.

11. Content

- (1) **Dr Deb The Travel Doctor** does not warrant or represent the accuracy, completeness, currency or relevance of any content available on **the website**.
- (2) Content available on **the website**:
 - (a) may contain errors, inaccuracies or omissions; or
 - (b) may not be current; or
 - (c) may change at any time without notice, and may include changes to:

- (i) the *Website Terms and Conditions*; or
 - (ii) content relating to charges and services.
- (3) Content available on **the website**:
 - (a) is not intended to, does not constitute and is not a substitute for advice of any kind, including personal, medical, legal, financial or investment advice; and
 - (b) is made available for general informational purposes only.
- (4) Accessing, viewing or using **the website** does not establish a relationship of any kind.
- (5) Access to, viewing of or use of **the website**:
 - (a) may not be uninterrupted; or
 - (b) may be discontinued, varied or made unavailable at any time without notice.
- (6) A hyperlink from **the website** to a website, other than a hyperlink to **the website**, does not imply or constitute any relationship with or endorsement of that website, the host of that website or the owner of that website by **Dr Deb The Travel Doctor**.
- (7) A hyperlink from **the website** to a **document**, other than a hyperlink to a **document** hosted by **Dr Deb The Travel Doctor**, does not imply or constitute any relationship with or endorsement of that **document**, the host of that **document** or the owner of that **document** by **Dr Deb The Travel Doctor**.

12. Acceptable Access, Viewing and Use

- (1) **The website**, including all content available on **the website**, must not:
 - (a) be accessed, viewed or used in a way that:
 - (i) causes, or may cause, damage to **the website**; or
 - (ii) impairs, or may impair:
 - (α) the ability to access, view or use **the website**; or
 - (β) the function or operation of **the website** intended by **Dr Deb The Travel Doctor**; or

- (iii) causes a **document** or **the website** to transmit a **document** that contains content that is defamatory, is distasteful, is obscene, is offensive, is scandalous, contravenes a **law**, disparages or adversely affects the brand or reputation of **Dr Deb The Travel Doctor** or the goods and services offered by **Dr Deb The Travel Doctor**, makes a representation, not previously authorised by **Dr Deb The Travel Doctor**, about **Dr Deb The Travel Doctor** or the goods and services offered by **Dr Deb The Travel Doctor**, or claims that a **document** belonging to **Dr Deb The Travel Doctor** belongs to another **person**; or
 - (iv) causes a **document** or **the website** to copy, store, host, transmit, use, publish or distribute a virus, another malicious computer program or code, or another thing that may damage a computer that accesses, views or uses a **document**, **the website** or data on that computer; or
 - (v) causes a **person** that accesses, views or uses **the website** to contravene a **law**; or
 - (vi) causes a **worker** or **Dr Deb The Travel Doctor** to contravene a **law**; or
- (b) be subjected to systematic or automated data collection activities unless authorised by **Dr Deb The Travel Doctor**.

13. Restricted Access, Viewing and Use

- (1) Access to, viewing of or use of specific subpages of **the website** is restricted.
- (2) If a **worker** or **Dr Deb The Travel Doctor** provides a **person** with a username and password to enable that **person** to access, view or use specific subpages of **the website** that are otherwise restricted, that **person**:
 - (a) must ensure that that username and password remain confidential;
 - (b) is responsible and liable, to the fullest extent permitted by **law** or otherwise, for all actions and inactions via that username; and
 - (c) must immediately inform **Dr Deb The Travel Doctor** of any unauthorised actions or inactions in relation to that username.
- (3) A **worker** or **Dr Deb The Travel Doctor** may restrict access to, viewing of or use of **the website** or specific subpages of **the website** at any time without notice, to the fullest extent permitted by **law** or otherwise.
- (4) Without limiting Section 13(3), a **worker** or **Dr Deb The Travel Doctor** may restrict access to, viewing of or use of specific subpages of **the website** by disabling or deleting a username or password provided by a **worker** or **Dr Deb The Travel Doctor** at any time without notice.

14. Liability

14.1. No Liability

- (1) No **worker** nor **Dr Deb The Travel Doctor** is liable for:
- (a) an error, inaccuracy or omission in any content available on **the website**; or
 - (b) a change to any content available on **the website**; or
 - (c) interruption to, discontinuation of, variation of or unavailability of access to, viewing of or use of **the website**; or
 - (d) the performance of **the website**; or
 - (e) a hyperlink from **the website** to a website or content available on a website, other than a hyperlink to **the website**; or
 - (f) a hyperlink from **the website** to a **document**, other than a hyperlink to a **document** hosted by **Dr Deb The Travel Doctor**; or
 - (g) any interception, corruption, loss, destruction, delay or incompleteness of website transmission; or
 - (h) a virus, another malicious computer program or code, or another thing that may damage a computer that accesses **the website** or data on that computer;

to the fullest extent permitted by **law** or otherwise.

- (2) Without limiting Section 14.1(1), no **worker** nor **Dr Deb The Travel Doctor** is liable for any consequential, direct, incidental, indirect or special charges, costs (including without limitation legal costs and defence or settlement costs), claims, damages, deaths, expenses, injuries, liabilities, losses or penalties (including without limitation damages for loss of profits, corruption or loss of data, failure to transmit or receive data, business interruption or any other commercial damages or losses) in relation to or arising out of a matter mentioned in Section 14.1(1), regardless of whether a **worker** or **Dr Deb The Travel Doctor** has been expressly informed or advised of the prospect of liability in relation to or arising out of a matter mentioned this Section 14.1, to the fullest extent permitted by **law** or otherwise.

14.2. Limitation of Liability

- (1) The liability of a **worker** or **Dr Deb The Travel Doctor** for a breach of a condition or warranty, that cannot be excluded by **law** or otherwise, is limited to the fullest extent permitted by **law** or otherwise, at the option of **Dr Deb The Travel Doctor**, to:
- (a) resupply **the website**, or part thereof; or
 - (b) pay the cost of having **the website**, or part thereof, resupplied.
- (2) For the avoidance of doubt, Section 14.2(1) does not limit, to the fullest extent permitted by **law** or otherwise, Section 15(1)(e)(iii).

15. Understanding, Acknowledgement, Acceptance, Agreement and Express Consent

- (1) An individual, by accessing, viewing or using **the website**, understands, acknowledges, accepts, agrees and expressly consents, to the fullest extent permitted by **law** or otherwise:
 - (a) that the use of any content available on **the website** is at the sole risk of that individual;
 - (b) to indemnify all **workers** and **Dr Deb The Travel Doctor** against all consequential, direct, incidental, indirect or special charges, costs (including without limitation legal costs and defence or settlement costs), claims, damages, deaths, expenses, injuries, liabilities, losses or penalties (including without limitation damages for loss of profits, corruption or loss of data, failure to transmit or receive data, business interruption or any other commercial damages or losses) in relation to or arising out of a contravention of this *Website Terms and Conditions* by that individual;
 - (c) that **Dr Deb The Travel Doctor** may transfer, sub-contract or otherwise deal with a duty, an obligation, a power, a privilege, a remedy or a right of **Dr Deb The Travel Doctor** pursuant to this *Website Terms and Conditions* at any time without notice to that individual, or the understanding, acknowledgement, acceptance, agreement or consent of that individual;
 - (d) not to transfer, sub-contract or otherwise deal with a duty, an obligation, a power, a privilege, a remedy or a right of that individual pursuant to this *Website Terms and Conditions*; and
 - (e) that it is the responsibility of that individual to:
 - (i) consult directly with **workers** to confirm the accuracy, completeness, currency and relevance of content available on **the website** before undertaking an action or failing to undertake an action based upon content available on **the website**;
 - (ii) obtain appropriate independent professional advice before undertaking an action or failing to undertake an action based upon content available on **the website**;
 - (iii) to pay all costs incurred to access, view and use **the website**, including internet access and telecommunications charges, and computer hardware and software expenses;
 - (iv) to undertake all procedures to satisfy the requirements of that individual for accessing, viewing and using **the website**, including antivirus scans, antispyware scans, and firewall monitoring and controls;
 - (v) to this *Website Terms and Conditions* and all **policies** set forth within Section 3(1) to the extent that this *Website Terms and Conditions* is subject to those **policies**; and

- (vi) that, for the avoidance of doubt, a reference to a **policy** within Section 15(1)(e)(v) includes that **policy** as amended, supplemented, varied or replaced, from time to time.

Schedule 1

Dictionary

Document has the same meaning as in the *Governing Policy*.

Dr Deb The Travel Doctor has the same meaning as in the *Governing Policy*.

Email has the same meaning as in the *Email Policy*.

Law has the same meaning as in the *Governing Policy*.

Person has the same meaning as in the *Governing Policy*.

The website means:

- (a) <http://www.drdeb.com.au> and its and each of its subpages;
- (b) <http://www.qfever.com.au> and its and each of its subpages;
- (c) <http://www.travelmedicine.com.au> and its and each of its subpages;
- (d) <http://www.travellingwell.com.au> and its and each of its subpages; and
- (e) <http://www.yellowfever.com.au> and its and each of its subpages.

Worker has the same meaning as in the *Governing Policy*.