

1. Heartbeat Victoria Council Inc. Terms of Use

- a) This website (www.heartbeatvictoria.org.au) including all subdomains (**Website**) is owned and operated by Heartbeat Victoria Council Inc ABN 76 073 229 523 (**Heartbeat Victoria, we, us or our**).
- b) By accessing the Website, you agree to the following terms and conditions (**Terms of Use**) and Heartbeat Victoria's [Privacy Policy](#).

2. Purpose of this website

- a) This Website has been established to provide information to ex-cardiac patients, relatives, carers, friends, interested parties and the healthcare profession to promote peer support groups throughout Victoria that offer activities to people living with heart disease or a heart condition. These peer support groups are intended to assist people to live with heart disease or a heart condition and guide them on how and where services are located for ongoing services and support. The Website also helps to promote and assist cardiac health related services in Victoria by directing any fundraising towards the provision of medical equipment or enhanced delivery of care.
- b) The Website is not a substitute for professional medical advice, diagnosis or treatment. You should always seek the advice of an appropriately qualified healthcare professional before making decisions about your own circumstances. You should not disregard any professional medical advice, or delay seeking it, because of any information contained on this Website.

3. General disclaimer

- a) Heartbeat Victoria is not a qualified healthcare provider and does not provide medical advice. To the extent permitted by law, we will in no way be liable to you or anyone else for any injury, loss or damage, however caused (and whether direct, indirect, consequential or economic) which may be directly or indirectly suffered in connection with use of this Website or websites of third parties which are hyperlinked from this Website (**Linked Websites**).
- b) This general disclaimer is not limited by any of the following specific warnings and disclaimers.

4. Specific warnings and disclaimers

- a) The information contained on this Website is provided by us in good faith and on an 'as is' basis or by members of this Website.
- b) We make no representation or warranty as to the currency, reliability, accuracy or completeness of the information contained on this Website, or that your use of this Website will be uninterrupted or error free.
- c) You should not act on the basis of anything contained on this Website without first obtaining professional medical advice specific to your circumstances. Never disregard professional medical or cardiac health advice or delay in seeking treatment because of something you have seen on this Website. You must make your own independent assessment of the relevance and appropriateness of the information contained on this Website for your circumstances and, if you choose to rely on it, it is wholly at your own risk.
- d) We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with your use of this Website or a Linked Website. You must take your own precautions to ensure that whatever you select for your use from this Website is free of viruses or anything else (such as malware, worms or trojan horses) that may interfere with or damage the operations of your computer systems.
- e) We may, from time to time, change or add to this Website without notice. However, we do not undertake to keep this Website updated and we will not be liable to you or anyone else if errors occur in the information on this Website or if that information is not up-to-date.
- f) To the extent permitted by law, all implied conditions, representations, warranties, guarantees and other terms are excluded. You must ensure that your access to this Website is not illegal or prohibited by laws which apply to you or in your location.

5. Your use of this Website

- a) As a condition of your use of this Website, you must not use this Website for any purpose that is prohibited by these Terms of Use. In particular, you agree not to do any of the following:
 - defame, abuse, harass, stalk, threaten or otherwise offend any person;
 - publish, distribute, email, transmit or disseminate any material which is unlawful, misleading, deceptive, obscene, defamatory, indecent, offensive or inappropriate;
 - use any automated scripting tools, software or computer application;

- engage in or promote any third party surveys, contests, pyramid schemes, chain letters, unsolicited emailing or spamming;
 - impersonate any individual or entity;
 - share information which identifies another person or could be used to identify a person without their consent (if you do share personal information about another person, please let them know about our [Privacy Policy](#) which sets out how we will handle their personal information);
 - upload, post, email, transmit or otherwise make available any material that you do not have a right to make available or which contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware or to utilise other computer systems for improper purposes or without authorisation;
 - provide or purport to provide medical or other health advice which you are not qualified and authorised to provide;
 - market, promote or sell any product or service; and
 - use the Website for any illegal purpose or in violation of any local, state, national, or international laws. This includes, but is not limited to, encouraging others to violate any laws.
- b) If you have a complaint about any of the content published on this Website, you should [contact us](#).

6. Intellectual property

- a) Unless otherwise indicated, all material on this Website, including (but not limited to) text, graphics, audio and video files, information architecture and coding, is Heartbeat Victoria's intellectual property or is used under licence. All rights are reserved.
- b) You may download, store in cache, display, print or make a single copy of the information or material on this Website (in its unaltered form) and for your personal and non-commercial use only.
- c) Except for these purposes, and for the purposes of and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) (or any similar statute that applies in your jurisdiction), you may not, in any form or by any means:
- adapt, reproduce, store, distribute, transmit, print, display, perform, publish, or create derivative works from, any part of this Website; or
 - commercialise any information, products or services obtained from any part of this Website, without our prior written permission.

- d) If you wish to make any other use of the material on this Website, you must obtain our permission before doing so. To ask for permission or for further information, please [contact us](#).

7. Trade Marks

- a) All trade names, trade marks, service marks and other product and service names and logos (**Trademarks**) displayed on this Website are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Trademarks may be our registered or unregistered Trademarks or may belong to third parties and are used on this Website with permission of the relevant owner.
- b) Nothing contained on this Website should be construed as granting any licence or right of use of any Trademark which is displayed on this Website without the express written permission of the relevant owner.

8. Linked Websites

- a) This Website may contain links to Linked Websites. Those links are provided for convenience only and may not remain current or be maintained.
- b) We make no representations about, and take no responsibility for, the content contained on any Linked Website.
- c) The inclusion of a Linked Website should not be construed as any endorsement, approval, recommendation or preference by us of the owners or operators of the Linked Website, or for any information, product or service referred to on the Linked Website.
- d) Your use of any Linked Website is entirely at your own risk.
- e) We are not responsible for the privacy practices of any owner or operator of a Linked Website.
- f) You acknowledge that Heartbeat Victoria has no control over the content of a Linked Website and that Heartbeat Victoria has no responsibility for any injury, loss or damage arising from, or in connection with, your use of that Linked Website.

9. Your visit to our Website

- a) We may use cookies (small data files that are stored on your computer) to collect anonymous traffic data and to improve your Website user experience. You can

remove or block cookies using the settings in your web browser, but this may impact your ability to use the Website.

- b) We may also collect and store information about your visit to the Website, including:
- the name of the domain from which you accessed the internet;
 - the date and time you accessed the Website;
 - the internet address of the website from which you linked directly to the Website;
 - the pages you accessed while visiting the Website;
 - the type of device from which you accessed the Website; and
 - the location from which you accessed the Website.
- c) Except where expressly stated otherwise in the Privacy Policy, all of the information we collect is aggregated and we do not intend to use it to identify you individually. This information is used to measure visitor numbers and to assess how the Website was used in order to maintain its effectiveness.
- d) We do not collect this information for any type of online advertising.

10. Website membership

- a) There are additional **Member Terms** that will apply if you register as a member of this Website.
- b) Regardless of whether you register as a member of this Website, your use of this Website constitutes acknowledgement that the views of members posting queries, comments or statements on this Website are not our views, and are not endorsed by us. If you have a complaint about any of the content published on this Website, you should **contact us**.

11. Social media

From time to time, we may have a number of social media accounts, which can include Facebook, Twitter, Instagram and LinkedIn, collectively known as our **Social Media Pages**. Your access to content on our Social Media Pages are subject to the terms of use of the owner or operator of the relevant social media site as well as these Terms of Use.

12. General

Heartbeat Victoria may amend these Terms of Use at any time without notice. Any amendment will be effective immediately. Your continued use of the Website after any

amendment constitutes an agreement by you to comply with, and be bound by, the amended Term of Use. Accordingly, you should access and read the Terms of Use from time to time for any amendments.

13. Governing Law

These Terms of Use are governed by the laws in force in Victoria, Australia and you submit to the exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings or disputes arising out of, or in connection with, these Terms of Use or this Website.