

Terms of Use and Notices

***Ern Jensen & Sons Funerals Pty Ltd* Website Terms of Use and Notices**

Last Updated: September 2006

This Terms of Use and Notices apply to the *Ern Jensen & Sons Funerals Pty Ltd* Web Site and does not apply to the content of third parties.

The *Ern Jensen & Sons Funerals Pty Ltd* Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your access to and use of the *Ern Jensen & Sons Funerals Pty Ltd* Web Site constitutes your agreement to all such terms, the jensenfunerals.com.au Privacy Statement, the jensenfunerals.com.au Copyright and Trade Mark Notice and any other terms contained on this web site ("Terms of Use"), whether or not you become a member of jensenfunerals.com.au

Additional terms may be contained within the *Ern Jensen & Sons Funerals Pty Ltd* web site.

In the event that any of the terms, conditions, and notices contained herein conflict with the Additional Terms or other terms and guidelines contained within any particular *Ern Jensen & Sons Funerals Pty Ltd* Web Site, then these terms shall control.

1 What you must do

1.1 You must use jensenfunerals.com.au in a responsible manner.

2. What you must not do

2.1 You must not:

(a) use jensenfunerals.com.au for any activities or post or transmit to or via jensenfunerals.com.au any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes;

(b) make any fraudulent or speculative enquiries, bookings, reservations or requests using jensenfunerals.com.au ;

(c) use another's name, username or password;

(d) post, or transmit via jensenfunerals.com.au, any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings;

(e) tamper with, hinder the operation of or make un authorised modifications to jensenfunerals.com.au ;

(f) knowingly transmit any virus or other disabling feature to jensenfunerals.com.au ; and

(g) attempt any of the above acts or permit another person to do any of the above acts.

3. Prices and products and services are subject to change

3.1 All products and services offered to be supplied and prices displayed on jensenfunerals.com.au are subject to change without notice.

3.2 *Ern Jensen & Sons Funerals Pty Ltd* reserves the right to make any changes to the information contained in and the layout of this Web Site, including changes to its property ranges, and terms.

3.3 Prices displayed are in Australian Dollars.

4. Security

4.1 We have implemented procedures and installed equipment to safeguard the security and confidentiality of your information. We continually review these arrangements to ensure we are doing all that is reasonably and technically feasible at the time to protect your information, although because of the nature of the Internet, we cannot guarantee that it is totally protected from hackers or misuse; Thus Information passed through the web site should be treated as insecure.

5. Use of your information and material

5.1 When you send us any feedback, suggestions, ideas or other materials in relation to or via jensenfunerals.com.au, you agree that ***Ern Jensen & Sons Funerals Pty Ltd*** can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in our **Privacy Policy Statement**.

5.2 To access information we have obtained about you as an individual, you may request access to this information, and if we are reasonably able to do so, provide you this access. Send access requests to contact@jensenfunerals.com.au.

5.3 If you believe the information ***Ern Jensen & Sons Funerals Pty Ltd*** has about you as an individual and/or business entity is inaccurate or outdated or is misleading because it is incomplete and you wish to change this information, please send your request to contact@jensenfunerals.com.au. We will then amend the information as you request, or give you reasons why not.

6. General Matters

6.1 This agreement is governed by the law in force in the State of Victoria, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them for determining any dispute concerning this agreement.

6.2 If any of these Terms of Use are invalid or unenforceable, it will be struck out and the remaining terms will remain in force.

6.3 If we do not act in relation to a breach by you of these Terms of Use, this does not waive our right to act with respect to subsequent or similar breaches.

6.4 In this agreement a reference to 'we/us' means a reference to ***Ern Jensen & Sons Funerals Pty Ltd*** both jointly and severally.

6.5 The contents of this Web Site have been prepared for an Australian audience only.

7. Modification of these terms of use

7.1 ***Ern Jensen & Sons Funerals Pty Ltd*** reserves the right to change the terms, conditions, and notices under which the Site/Services are offered, including but not limited to the charges associated with the use of the ***Ern Jensen & Sons Funerals Pty Ltd*** Site/Services. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the ***Ern Jensen & Sons Funerals Pty Ltd*** Site/Services constitutes your agreement to all such terms, conditions, and notices.

8. Links to third party sites

8.1 The ***Ern Jensen & Sons Funerals Pty Ltd*** Site/Services may contain links to third party Web Sites ("Linked Sites"). The Linked Sites are not under the control of ***Ern Jensen & Sons Funerals Pty Ltd*** and ***Ern Jensen & Sons Funerals Pty Ltd*** is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ***Ern Jensen & Sons Funerals Pty Ltd*** is not responsible for web casting or any other form of

transmission received from any Linked Site, nor is *Ern Jensen & Sons Funerals Pty Ltd* responsible if the Linked Site is not working appropriately. *Ern Jensen & Sons Funerals Pty Ltd* is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by *Ern Jensen & Sons Funerals Pty Ltd* of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

8.2 Any dealings with third parties (including advertisers) included within the *Ern Jensen & Sons Funerals Pty Ltd* Site/Services or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. *Ern Jensen & Sons Funerals Pty Ltd* shall not be responsible or liable for any part of any such dealings or promotions.

9. No unlawful or prohibited use

9.1 As a condition of your use of the *Ern Jensen & Sons Funerals Pty Ltd* Site/Services, you will not use the *Ern Jensen & Sons Funerals Pty Ltd* Site/Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the *Ern Jensen & Sons Funerals Pty Ltd* Site/Services in any manner that could damage, disable, overburden, or impair any *Ern Jensen & Sons Funerals Pty Ltd* Site/Service(s) (or the network(s) connected to any *Ern Jensen & Sons Funerals Pty Ltd* Site/Service(s)) or interfere with any other party's use and enjoyment of any *Ern Jensen & Sons Funerals Pty Ltd* Site/Service(s). You may not attempt to gain unauthorised access to any *Ern Jensen & Sons Funerals Pty Ltd* Site/Service, other accounts, computer systems or networks connected to any *Ern Jensen & Sons Funerals Pty Ltd* Site/Service, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the *Ern Jensen & Sons Funerals Pty Ltd* Site/Services.

9.2 Copyright in the design, layout, graphics and other content of this Web Site belongs to *Ern Jensen & Sons Funerals Pty Ltd*. Copying, modification, reproduction or distribution of the same without the prior consent of *Ern Jensen & Sons Funerals Pty Ltd* is prohibited.

10. Disclaimer and limitation of liability

10.1 You indemnify us and our officers, employees, agents and related bodies corporate from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of or in any way connected to the use of jensenfunerals.com.au by you or someone using your name and password.

10.2 To the extent permitted by law, neither we nor any of our officers, employees, agents or related bodies corporate will be liable in any way (including for negligence) for any loss, damage, costs or expenses suffered by you or claims made against you through the use of jensenfunerals.com.au, any failure to provide jensenfunerals.com.au, or in connection with any products, services or information supplied, offered to be supplied or advertised via jensenfunerals.com.au.

10.3 To the extent permitted by law, all warranties, conditions and representations about jensenfunerals.com.au, the availability of jensenfunerals.com.au for access and use, the property and services advertised, offered to be supplied or supplied via jensenfunerals.com.au and the information provided on jensenfunerals.com.au are excluded. If a term is implied by law into these Terms of Use and the law prohibits provisions in a contract excluding or modifying liability under that term, then it will be included in these Terms of Use. However, our liability for breach of such term will be limited, at our option, to one or more of the following (a) in relation to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired; (b) in relation to services: (i) the supply of the services again; (ii) the payment of the cost of having the services supplied again.

10.4 The information, software, products and services included in or available through the *Ern Jensen & Sons Funerals Pty Ltd* site/services may include inaccuracies or typographical errors. Changes are periodically made to the *Ern Jensen & Sons Funerals Pty Ltd* site/services and to the information therein. *Ern Jensen & Sons Funerals Pty Ltd* and/or its respective suppliers may make improvements and/or changes in the *Ern Jensen & Sons Funerals Pty Ltd* site at any time. *Ern Jensen & Sons Funerals Pty Ltd* aims to include up-to-date images of selected properties on the website. However, the image may differ slightly from the actual property.

10.5 You specifically agree that *Ern Jensen & Sons Funerals Pty Ltd* shall not be responsible for unauthorised access to or alteration of your transmission or data, any material or data sent or received or not sent or received, or any transaction entered into through a *Ern Jensen & Sons Funerals Pty Ltd* site.

10.6 You specifically agree that *Ern Jensen & Sons Funerals Pty Ltd* is not responsible for any content sent using and/or included in a *Ern Jensen & Sons Funerals Pty Ltd* site by any third party.

10.7 In no event shall *Ern Jensen & Sons Funerals Pty Ltd* and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the *Ern Jensen & Sons Funerals Pty Ltd* site/service, with the delay or inability to sue the *Ern Jensen & Sons Funerals Pty Ltd* site/service or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the *Ern Jensen & Sons Funerals Pty Ltd* site/service, or otherwise arising out of the use of the *Ern Jensen & Sons Funerals Pty Ltd* site/service, whether based on contract, tort, negligence, strict liability or otherwise, even if *Ern Jensen & Sons Funerals Pty Ltd* or any of its suppliers has been advised of the possibility of damages. As some jurisdictions do not allow for the exclusion or limitation of liability of consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the *Ern Jensen & Sons Funerals Pty Ltd* site/service, or with any of these terms of use, your sole & exclusive remedy is to discontinue using the *Ern Jensen & Sons Funerals Pty Ltd* site/service.

10.8 In no event shall *Ern Jensen & Sons Funerals Pty Ltd* and or its suppliers shall not be responsible for any errors or omissions contained in or on this Web Site. You rely on the information contained in this Web Site at your own risk. The information in this Web Site is supplied on condition that any person accessing or using the information will make his or her own determination as to the accuracy and usefulness of the information.

11. Copyright & Trademark Notices

11.1 All contents of the *Ern Jensen & Sons Funerals Pty Ltd* Web Sites are: Copyright (c) 2006 *Ern Jensen & Sons Funerals Pty Ltd* 11.2 Any rights not expressly granted herein are reserved.

11.3 You acknowledge that no action should be taken to prejudice the rights of the trademark owner or licensee of any trademarks or logos which appear on the *Ern Jensen & Sons Funerals Pty Ltd* website.

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