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## Website Terms of Use

These terms of use form a contract between you and Risk Group Services Pty Ltd (ACN 130 702 448) of PO Box 1337, South Melbourne, Victoria, 3205 (**Risk Group Services**) and applies to your use of the [www.policecheck.com.au](http://www.policecheck.com.au) website (**Website**). By clicking the "I agree" button, you are stating that you have read and understood the terms of use and that you agree to be bound by these terms of use.

1. **Use:** Provided that you do not remove any copyright or trade mark notices contained in the material, you may use the Website, or the material contained on it, for your personal, noncommercial use in accordance with these terms of use. You must not use the Website or the material accessible on the Website for any other purpose.
2. **Materials:** Risk Group Services and third parties own any intellectual property in the material available on the Website. You must not reproduce, copy, edit, publish, communicate, transmit or upload the materials on the Website, without the written consent of the owners of that copyright.
3. **Acknowledgements:** You understand and agree that:
  - (a) Links and frames connecting the Website with other sites are for convenience only and do not mean that Risk Group Services endorses or approves those other sites or their content;
  - (b) to the extent permitted by law, all warranties, representations or undertakings of any kind, express or implied made or given by or on behalf of Risk Group Services or its related bodies corporate in connection with the Website and/or any material provided at or through the Website (including without limitation, any warranty of fitness for a particular purpose and any expectation of level of service by you, such as uninterrupted, timely, secure or error, virus or defect free systems) are expressly excluded; and
  - (c) You use the Website and any material provided on or through the Website at your own risk, and Risk Group Services and its related bodies corporate are not responsible for any loss, damage, cost or expense (including, without limitation, any consequential loss or damage or third party claims) suffered or incurred by you which arises out of your use or disclosure of the Website and/or any material provided on or through the Website.
4. **Statutory Warranties:** To the extent permitted by law, Risk Group's liability under any condition or warranty that cannot be legally excluded is limited exclusively, at Risk Group's option, to providing those goods or services again or paying the cost of having those goods or services provided again.
5. **Privacy:** You understand and agree that Risk Group Services and its employees, contractors and related bodies corporate may gather, process and store the information:
  - (a) Which you may provide when accessing the Website, such as your name, address, email address and other personnel information; and
  - (b) Regarding the way in which you access and use the Website including, without limitation, the IP address from which the Website was accessed, the name of the domain from which you access the Internet, the type of browser and operating system used to access the website, the date and time of your visit to the Website, the pages, files and documents and links accessed during your visit, and the Internet address of the website from which you linked to the Website (that is, the previous site you visited which directed you to us), in accordance with Risk Group's privacy policy which is at:  
[www.policecheck.com.au/PrivacyStatement\(RGS\).pdf](http://www.policecheck.com.au/PrivacyStatement(RGS).pdf).
6. **Governing Law:** These terms of service will be governed by and construed in accordance with the laws of the Australian Capital Territory, Australia. Any dispute arising under these terms of service shall be subject to the exclusive jurisdiction of the courts of the Australian Capital Territory.