

Website Terms of Use

Version 1.2

12 June 2025

1. Use subject to Terms of Use

- a) Cranbrook School ABN 79 000 007 723 (School) is the owner and operator of this website (<https://www.cranbrook.nsw.edu.au>) and the tools and forums accessible from it (Site).
- b) Persons accessing, viewing, or otherwise using any of the content of this Site (Users) agree to be bound by these Terms of Use together with the School Privacy Policy which may be updated from time to time. Use and access to this Site indicates acceptance of these Terms of Use being the version current at the relevant time.
- c) These Terms of Use, the Privacy Policy and any other documents on this Site that affect the rights of Users may be varied or modified at the discretion of the School from time to time and will be binding on Users once displayed on this Site. Users are encouraged to regularly check for updates.
- d) Access to this Site by children under 18 is assumed by the School to be expressly authorised by their parents and guardians.
- e) If a User does not agree with any part of these Terms of Use, they should immediately cease accessing this Site.

2. Intellectual Property and Copyright

- a) All intellectual property in relation to this Site and any content on it belongs to the School unless labelled otherwise.
- b) Users do not obtain any interest in any intellectual property on this Site.
- c) Users must not delete, evade, or manipulate any data identifying the rights of the School or the owners of any other intellectual property incorporated into the content on this Site, as well as any technical protection devices, or any information and/or identification mechanisms incorporated into the content on this Site.
- d) Users may download and view content or print a copy of any content on this Site for educational or private use provided it is not modified in any way including altering or removing of any copyright notice.
- e) Users must not modify, exploit, reuse, copy, share or repost any content from this Site for public or commercial purposes unless express permission is given by the School.

- f) The School reserves all Australian and international copyright and any other intellectual property rights that accrue to it.

3. Unauthorised Use

- a) Users must not use this Site in a way that:
 - i) Is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane or in the opinion of the School is not suitable for publication on this Site;
 - ii) May harass, offend, cause distress or inconvenience to, or incite hatred of any person or group of persons;
 - iii) Violates or infringes the rights of others, including intellectual property, privacy, reputation, and publicity rights;
 - iv) Encourages conduct that would violate any laws or give rise to a criminal offence or civil liability;
 - v) Interferes with or restricts any persons from using this Site;
 - vi) Breaches any content requirements, standards or codes that apply to this Site or to Users;
 - vii) Impacts, affects, or interferes with the operation of this Site or of the computer systems of Users and any other persons.
- b) Users will indemnify the School against any liability arising from any use of the Site in contravention of 3.a).

4. Personal Data, accuracy, and corrections

- a) Where Users supply personal data to access content on this Site, Users will guarantee its truthfulness, accuracy, authenticity, and validity.
- b) When supplying personal data Users will not imitate or impersonate other persons.
- c) Users are encouraged to report any inaccurate information to the School for correction.
- d) The School is committed to ensuring that personal data is secure and has implemented suitable physical, electronic and managerial procedures to safeguard and secure collected data. Nevertheless, Users acknowledge that any supply of personal data is done at their own risk. To the extent permitted by law, Users will not hold the School liable for any data breaches that the School did not directly contribute towards by way of gross negligence or wilful action.

5. Third party materials and links

- a) This Site may provide links to other websites or materials that are not owned or controlled by the School. The School is not responsible for the privacy practices of such websites and materials and Users will need to refer to any terms relating to their use which may be different to those of this Site.
- b) Links to any websites do not constitute or imply any endorsement by the School of these websites or any information on them.
- c) Users acknowledge that any third party materials on this Site or linked to it are not controlled or monitored by the School, and that any use of these third party materials are entirely at the User's own risk.

6. Cookies

- a) The School reserves the right to use cookies on this site, in order to recognise Users and personalise their interactions with this Site.
- b) Users can modify their browser settings to decline cookies if they prefer.

7. Limitation of Liability

- a) The School does not provide any warranty or guarantee the accuracy or correctness of any information in this Site. Users acknowledge that unauthorised deletions, additions, or alterations could be made to this Site by third parties and that the School may not be aware of such changes. Any reliance Users place on information in this Site is entirely at their own risk. To the full extent permitted by law, Users will not hold the School liable for any loss or damage (including indirect or consequential loss or damage) arising from, or in connection with, their use of this Site.
- b) The School does not provide any warranty or guarantee that the contents of this Site will always be available or that they will be free of viruses or other harmful content.
- c) The School will not be held liable for any losses or damages resulting from network outages or unavailability of the Site.
- d) The School will not be held liable for any opinions expressed by Users of the site in any comments or communications expressed on the Site or social media.

8. Law Enforcement

- a) The School reserves the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request for information about any User or person referred to in the content of this Site.

9. Governing Law

- a) These Terms and Conditions are governed and construed by the laws of New South Wales, Australia and Users irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

10. Contact

If there are any questions or comments about these Terms of use or any other contents of the Site, please contact the School's Privacy Officer by:

Emailing: privacy@cranbrook.nsw.edu.au

Calling: +61 2 9327 9405

Writing to: Privacy Officer, Cranbrook School, 5 Victoria Road, Bellevue Hill NSW, 202