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  - (a) provides the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by the Owner of the linked site; and
  - (b) is not responsible for the material contained on those linked sites.

### Disclaimer

10. The Website promotes the following policies:
  - (a) prohibiting the clearing of urban bushland;
  - (b) prohibiting the removal of mature trees from public land in urban areas;
  - (c) prohibiting the granting of approvals generally for developments that necessitate the destruction of trees and bushland;
  - (d) providing a Model Tree Policy to protect and preserve trees in urban areas;
  - (e) prohibiting the sale, availability and use of synthetic chemical herbicides and pesticides; and
  - (f) policies incidental to the above.

#### ("Policies")

11. The Owner aims to raise awareness on the WWW about current environmental practices and policies. All material contained on the Website are the views and opinions of the Owner and are published for the purpose of furthering the Policies and for your convenience and benefit.
12. The Owner is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the WWW.
13. To the full extent permitted by law the Owner disclaims any and all warranties, express or implied, regarding the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites. To the extent that it is not possible to exclude any implied warranty or condition, the Owner's liability is limited to the supply of the services again.
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- (a) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; and
  - (b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites.
15. The Owner does not warrant guarantee or make any representation that:
- (a) the Website, or the server that makes the site available on the WWW are free of software viruses;
  - (b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
  - (c) errors and defects in the Website will be corrected.
16. The Owner is not liable to you for:
- (a) errors or omissions in the Website, or linked sites on the WWW;
  - (b) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
  - (c) defamatory, offensive or illegal conduct of any user of the Website, whether caused through negligence of the Owner, its employees or independent contractors, or through any other cause.
17. You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

#### **Use of information gathered**

18. The Owner and/or people authorised by it may gather and process the information:
- (a) which you may provide when accessing (or as a result of accessing) the Website (such as via signing a petition), including your name, address, e-mail address and other personal information about you; and
  - (b) regarding the way in which you use the Website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Website.
19. The Owner may authorise others to offer you goods and services using the information acquired through (a) and (b) above.

#### **Alteration of Terms of Access**

20. The Owner reserves the right to change these Terms of Access:
- (a) with or without further notice to you; and

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- (b) without giving you any explanation or justification for such change.

**Relevant jurisdiction**

21. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
22. This Agreement will be governed by and interpreted in accordance with the law of the State of Western Australia, without giving effect to any principles of conflicts of laws.
23. You agree to the jurisdiction of the courts of the State of Western Australia to determine any dispute arising out of this Agreement.

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