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Please read these Terms of Use before using this Website. By using the Website, you accept these Terms of Use, regardless of whether you purchase any service or membership from ACN.

1. Introduction

These Terms of Use apply only to your use of this Website. If you purchase services or membership from ACN, additional terms and conditions apply. The ACN Pacific Privacy Policy describes how ACN collects and processes personal and non-personal information when you use this Website and should be read together with these Terms of Use. You can access the public areas of this Website without providing personal information. Password-protected areas of this Website require you to provide certain personal information to ACN.

ACN may revise these Terms of Use at any time. You should check these Terms of Use regularly to review the current version.

2. License and Conditions

ACN grants you a limited, royalty-free, non-exclusive license to access and make use of the Website. As a condition of such license, you acknowledge and agree that:

- all logos, trademarks, copyrighted material, and other intellectual property (“Intellectual Property”) on the Website are owned by ACN, other ACN group companies, licensors or ACN business partners. The limited license granted by these Terms of Use does not convey ownership or other rights in the Intellectual Property;
- you will not download, reproduce, modify, copy, resell, or use for any commercial or non-commercial purpose any (i) Intellectual Property; (ii) product listings, descriptions, or price lists; or (iii) any other content on the Website; provided that ACN Independent Business Owners have a limited non-exclusive right to use certain Intellectual Property as set forth in their Independent Business Owners Agreements;
- you will not reproduce or store any part of this Website or its content in another website;
- you will use this Website in compliance with your Independent Business Owners Agreement and ACN’s Policies and Procedures for Independent Business Owners;
- you will not alter this Website or any of its content; and
- any rights not expressly granted in these Terms of Use are reserved to ACN.

3. Visitor Material and Conduct

Other than personal data covered by the ACN Pacific Privacy Policy, any information that you transmit or post to this Website is considered non-confidential. ACN shall have no obligations with respect to such information and is free to use it for any purpose.

You may not post on or transmit to or from this Website any material:

- that is threatening or abusive, defamatory or scandalous, obscene or pornographic, seditious, liable to incite hatred, discriminatory, blasphemous, in breach of confidence or privacy, or otherwise inappropriate;
- that you do not have the legal right to use;
- that constitutes or encourages conduct that would constitute a criminal or civil offense or give rise to criminal or civil liability; or
- that could harm the Website or ACN’s systems (such as computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data, or other malicious software or harmful data).

4. Links to and From Other Websites

This Website contains links to websites operated by third parties. The links are provided for convenience only. If you use the links, you will leave this Website. ACN does not review third-party websites and is not responsible for them. Third party websites are not covered by these Terms of Use or the ACN Pacific Privacy Policy. If you access such third-party websites, you do so at your own risk.

You may link to this Website subject to the following conditions:

- you do not replicate any page of this Website;
- you do not use, alter, or remove any Intellectual Property;
- you do not state or imply that ACN endorses any services other than its own;
- you do not misrepresent your relationship with ACN or present incorrect information about ACN;
- you link only from websites that you are authorised to use;
- your website does not contain content that is distasteful, offensive, or controversial, infringes the rights of any person, or fails to comply with applicable law; and
- if you are an ACN Independent Business Owner, you adhere to the requirements of your Independent Business Owners Agreement and the ACN Policies and Procedures.

5. Breach

ACN may suspend or terminate your access to this Website and to take other action against you if you breach these Terms of Use. You agree to indemnify ACN for any loss or damage suffered by ACN or its licensors or ACN business partners as a result of your breach of these Terms of Use.

ACN cooperates with governmental authorities that direct or request ACN to disclose the identity of anyone who uses the Website in a manner that violates the law.

6. Disclaimer of Warranties and Limitation of Liability

ACN seeks to make this Website available 24 hours a day and to ensure that the information on this Website is accurate and updated; however, ACN has no liability if this Website is unavailable at any time or if the information on this Website is incorrect, incomplete, or outdated. Access to this Website may be suspended without notice. ACN may make changes to the content of this Website at any time. The content of this Website may be out of date and ACN makes no commitment to update it.

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7. Applicable Law

These Terms of Use shall be governed by and construed in accordance with the laws of New South Wales. Any dispute arising out of or connected with this notice is subject to the exclusive jurisdiction of the courts of New South Wales.