

Catholic Diocese of Broken Bay

Website Terms of Use

1. **Application, variation and termination of these Terms and Conditions**

These Terms and Conditions govern the websites operated and provided by The Trustees of the Roman Catholic Church for the Diocese of Broken Bay ABN 79 031 652 544 (Diocese).

Any use of the Diocese website constitutes an affirmative acknowledgment and agreement by you that you accept and agree to abide and be bound by these Terms and Conditions and any modifications.

The Diocese retains the right at all times to monitor, retain and disclose any information necessary to meet applicable laws and regulations. The Diocese may, at its sole discretion, amend, vary or change these Terms and Conditions without notice.

Modifications to these Terms and Conditions will be effective at once, and any subsequent use by you of the website will constitute your acceptance of the changes and the then-current Terms and Conditions of use of the website.

2. **Privacy**

By accessing the Diocesan websites, including documents you willingly upload, such as scanned documents, images and video files, you acknowledge and agree to these Terms and Conditions and the Diocesan Privacy Policy. You can find the Diocese Privacy Policy at www.bbcatholic.org.au/privacy-policy. Diocesan entities including Catholic Schools Broken Bay and CatholicCare Broken Bay Privacy Policies can be found on each entity's website.

3. **Disclaimer and Liability**

Material provided on the Diocesan website and provided by the Diocese and parishes is done so in good faith and from sources believed to be accurate at the date of publication. Use of the website is at the user's sole risk.

The Diocese does not make any representation or warranty that material on the website will be reliable, accurate or complete, nor does it accept any responsibility arising in any way for errors in, or omissions from, that material.

The Diocese is not responsible for any type of loss suffered in connection with the use of the content of the Diocesan or parish websites.

The Diocese does not represent or warrant that the websites, any files obtained from or through the website are free from harmful code, computer viruses or other defects. The Diocese is not liable for any consequential loss (including any loss of revenue or

profits, loss of anticipated savings, loss of data, loss of value of equipment, any penalties or fines imposed by a regulator and any loss that is an indirect loss) that you suffer or for any costs, damages, expenses, loss or charges that you incur, as a result of your use of any information or materials on the website or any websites linked to the website.

4. **Intellectual Property**

The material provided on this website is copyright protected © Diocese of Broken Bay.

The Diocese grants a non-exclusive, non-assignable and non-transferable licence to use the Diocesan websites where these Terms and Conditions are accepted and followed. Nothing in these Terms and Conditions will give ownership of the content.

Users may not sell, modify, copy, distribute, transmit, display, perform, reproduce, republish, licence, frame, upload, transmit, post, communicate or use the content except as expressly authorised in the Diocesan websites, these Terms and Conditions, or permitted by the Copyright Act 1968, including fair dealing purposes such as private study and formation, or to advise us of errors in the content or to seek further information from us.

Intellectual property rights (including any copyright, trademark rights) in the content on the website, vests in the Diocese, subject to any third-party rights.

The Diocesan logos, the Diocesan entities logos and the icons, whether they are registered trademarks or not, are the property of the Diocese and are not to be copied from websites or used without the permission of the Diocesan authority.

You may not pass off content from the website as your own. This includes the practice of 'Framing' the website within another website as well as copying and re-using parts of the website or the content.

5. **Linking to other websites**

The websites may include links to other websites. The Diocese does not warrant approval or acceptance of any liability or responsibility for any such websites. Access to these websites is at your own risk and consequence. This includes links we include to collect donations.

You are welcome to put links on your website pointing to the Diocese websites where the link is on a website that includes content that is wholly in keeping with the values and teachings of Roman Catholic Church and Diocesan Bishop and where the links will not be used for commercial purposes or imply the Diocese endorsement of content that may be on the website containing the link.

If you wish to use a link to our websites you are to adopt the following linking guidelines:

- Use the Diocese home page as your link i.e. www.bbcatholic.org.au. Linking to other parts of the site poses some risk, as the page or service to which you link may move or become unavailable.
 - Use the correct name for the website i.e. Catholic Diocese of Broken Bay.
 - Do not place the Diocesan or its entities' logos and variants on websites. Logos may only be used with written permission of the Diocese.
6. The Diocese retains, at its sole discretion, the right to request the removal of any link to its websites. If a link is not removed upon request, the Diocese reserves the right to disable that link or seek, by any lawful means, the removal of the link from the offending website. You will indemnify the Diocese for the cost of removing the link.

7. **Cookies and other features of our website**

The Diocesan and entity websites use cookies to identify visitors to the sites, gather statistical information, and store user preferences, activity, and session information. By using a Diocesan website, you are consenting to the Diocese use of cookies on your device.

You can disable cookies in your browser settings however adjusting these settings may affect the functionality of the websites.

Information stored in cookies can include the identity of the page or services you are requesting, the type of browser or operating system in use, the time and date of access; and the Internet address of the website from which you navigated from to reach our website.

The Diocese and its entities will endeavour to ensure Cookies do not store personal information such as your name, email addresses and phone numbers.

The Diocese uses web analytics and session recording functions provided by third party service providers. These services use cookies to help us understand how visitors access and utilise our sites. We endeavour to show the names of the third parties on the websites however this cannot always be assured. Should you require more detail you can ask us to provide further specific information.

8. **Use of Website**

You agree to abide by these Terms and Conditions and all applicable laws and regulations and will not use the Broken Bay website for any purpose that is unlawful or prohibited by these Terms and Conditions.

You agree not to:

- Use the website to defame, abuse, harass or threaten or in any way offend others;
- Use any automated scripting tools or software;
- Engage in or promote any surveys, contests, chain letters, unsolicited emailing or spamming;

- Impersonate any person or entity;
 - Upload, post, email, transmit or make available any material which may contain viruses, other computer codes, files or programs which may interrupt, limit or destroy functionality.
9. The Diocese retains the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or government request.

Your responsibility

Should you object to these Terms and Conditions you will at once cease using the Diocesan websites.

Should you find any website content that is wrong, inaccurate or you judge not fit for purpose you will not use that information. Any content you consider wrong or inaccurate should be reported in writing to the Director of Communications, Office for Communications (Chancery).

You will indemnify the Diocese if the Diocese or entities websites suffer any loss or damage or incur costs in connection with any breach of these Terms and Conditions.

21 March 2024