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We may change the Terms of Use at our discretion and without notice. A version of the current Terms of Use will be available on the Website as they are changed. By continuing to use our Website you accept the Terms of Use as they apply from time to time.

The law applicable to use of the Website and to disputes arising out of the Website is the law of the State of Victoria in Australia. If you access the Website from outside Australia you are also responsible for ensuring compliance with all applicable laws in the place where you are located.

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Publication of electronic addresses on BAV's Website is for the purpose of professional communication only and must not be used to infer consent by BAV or the relevant addressees, to the receipt of unsolicited commercial electronic messages.

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The Website may contain trademarks or logos of other companies or organisations and these are proprietary to the registered owner(s) of such marks.

## **8. Indemnification**

You agree to indemnify, defend and hold harmless BAV, its officers and employees, from any loss, liability, claim, demand, damage or expenses (including reasonable solicitor's fees) asserted by any third party due to or arising from or in connection with your use of Content, or your conduct on the Website, or messages posted or transmitted by you on or through the Website. BAV reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnification obligations.

## **9. Invalid terms and conditions**

In the event that any or any part of the terms contained in these Terms of Use are determined by a court to be invalid, unlawful or unenforceable, then such term/s shall be severed from the remaining terms.

#### **10. Variation of terms of use**

BAV reserves the right, at its sole discretion, to change, modify, add or delete portions of these Terms of Use at any time and you should therefore periodically review this page.

#### **11. Website unavailability**

BAV does not accept responsibility in the event that the website is unavailable to you due to any computer downtime, malfunction or such other event outside the control of BAV.

#### **12. Password requirement**

BAV members may obtain a password by contacting BAV Member Services on 9645 3300 and registering for a password. BAV may refuse to issue a password, in its sole discretion, until such time as it has satisfied itself about the identity of the user and the ability of the user to perform its obligations under these Terms of Use.

#### **13. Password security**

You must keep your password confidential at all times. You must not: (i) allow anyone to watch you enter your password when accessing the website; (ii) record your password in any manner that would indicate to anyone that it is the user's password. You must inform us as soon as possible if you become aware of misuse of your password or loss or theft of a record of the password, or if you suspect that the password has become known to anyone. If you delay unreasonably in notifying us, you will be liable for your losses.

#### **14. Registration**

Whether you are a member of BAV or a non-member, you may need to register in order to purchase products and services from the Website, enrol into courses or enter competitions. Members may be entitled to receive discounts when purchasing and / or registering for products and services from the Website. Access to some areas of the Website may also be restricted to members only. Find out more about becoming a member of BAV and the benefits available to members.

#### **15. Prices**

Prices are correct at the time they appear on the Website. However, BAV reserves the right to change prices at any time.