

Acceptance of Terms of Use

ChristianAccommodation.com.au (the "Website" or "ACAD" or Australia Christian Accommodation Directory). The Website delivers an online accommodation directory (the "Directory") for the Australian Christian public subject to the following Terms of Use ("TOU") which we may update from time to time without notice to you.

There are always those that will abuse such free services. If you see a listing that violates the rules below, please report the abuse on the Contact Us page.

Membership in the website

Membership in the Website allows you to add your accommodation to the Directory. The listing of your accommodation in the Directory is conditional upon your acceptance and compliance with these terms and any other specific conditions, notices and disclaimers contained in the Website including the "Privacy Policy". Please read these Terms of Use carefully.

In consideration of your membership in the Website:

You agree to

1. provide true, accurate, current and complete information about yourself as required by the membership registration form. This data will be known as "Registration Data";
2. keep current, true, accurate and complete the Registration Data by updating promptly;
3. ensure that the data you supply to the Website including but not limited to the Directory is accurate, complete, up to date and suitable;
4. ensure that the data you supply to the Website including but not limited to the Directory complies with all relevant local and state laws and regulations and, where applicable, all national and international laws and regulation;
5. refrain from acts that waste resources or jeopardise or interfere with the use of the Website; and

6. be ethical in your use of the Website, Directory and comply with accepted community standards;
 7. respect our and other users rights including but not limited to our intellectual property rights subsisting in material available on or through the Website, the Directory ;
 8. ensure that you sign out of the Member's Area at the conclusion of each session.
- Australian Christian Accommodation Directory will not and cannot be liable for any loss or damage arising out of your failure to do so.

You agree not to

1. post to the Website, Directory any material which violates any intellectual property rights (including, without limitation, patents, trademarks, trade names, copyright and design rights and whether registrable, registered or unregistered) or other rights of any person in any jurisdiction in the world;
2. post to the Website, Directory or to any website linked to your listing in the Directory , any defamatory, threatening, harassing, abusive, discriminatory, unlawful, obscene, offensive, profane, indecent or otherwise objectionable material of any kind;
3. post to the Website, Directory or to any website linked to your listing in the Website, Directory any material which contains computer worms, viruses or other types of malicious or harmful programs;
4. use the Website, Directory for illegal purposes including without limitation by posting to the Website, Directory information encouraging conduct that would constitute a criminal offence;
5. modify, damage, interfere with, disrupt or destroy the files, data, passwords, devices or resources that belong to us or do anything that compromises the security of the Website, Directory ;
6. use the Website, Directory to engage in misleading or deceptive on-line marketing practices;
7. use the Website, Directory to transmit electronic messages (junk-email, spam, chain letters) that do not comply with the Spam Act 2003 or engage in other flooding techniques or mass distribution of unsolicited email, or
8. use our Website, Directory as if it were your own by reselling, renting or leasing access to, our Directory;
9. maintain more than one accommodation membership in the Website per accommodation or accommodation location or maintain more than one personal membership in the Website as non-accommodation member.

Spam Policy

Any breach of these conditions will result in your membership being suspended or terminated without warning.

1. As our name implies, listing shall be restricted to Christian accommodation within Australia.
2. Entering multiple identical listings
3. Entering nonsensical multiple categories selected
4. Nonsensical information listed to obtain multiple entries
5. We discriminate on the basis of the Christian public. Entries clearly not of a Christian nature will be rejected. Our decision is final and non-negotiable.

Australian Christian Accommodation Directory Privacy Policy

Registration Data and other information about you is subject to our Privacy Policy. You can review our Privacy Policy by following the link provided at the foot of every page on the Website.
Acknowledgments

By your use of the Website as either a member or casual user you acknowledge that:

1. if you provide any information that is untrue, inaccurate, not current or incomplete, including Registration Data or that ACAD has reasonable grounds to suspect that such information is not true, not accurate, current or complete, then ACAD has the right to terminate your membership and remove any or all Directory listings associated with your membership and to refuse or terminate any future membership to you;
2. the Website and/or the Directory may experience interruptions, technical and access difficulties from time to time and that we will not be responsible for such interruptions, technical or access difficulties;
3. we do not review or vet or exercise any direct supervision or control over the material that you or others post to the Directory or link to;
4. we are not responsible for the content or conduct of any website linked to or from the Website;
5. that any fees paid to activate weblinks and/or adlinks are forfeited and non refundable if ACAD terminates your membership in the Website under these TOU.

Intellectual Property

1. By placing any information or other material in the Directory you grant us a non-exclusive, perpetual, royalty free, unrestricted, worldwide license to edit, reproduce, adapt, translate, exhibit, publish, make available to the public, redistribute, transmit, broadcast, publicly perform, transfer, sublicense and otherwise use such material. This grant includes the right to exploit all intellectual property rights in any such information or other material including but not limited to rights under copyright, trademark or patent law in any jurisdiction in the world;
2. All intellectual property rights in data, information and materials utilised in the Directory or on the Website including, without limitation, all software, tools, know-how, methodologies,

equipment or processes, shall remain our or our licensors sole and exclusive property. You acknowledge and agree that you shall not acquire any rights, title or interest in or to any of our intellectual property rights.

Our Rights

We reserve the right to

1. refuse to post or to remove any information and/or materials (in whole or in part) that we, in our sole and absolute discretion, regard in any way objectionable or in violation of any applicable law or the TOU without notice to you;
2. modify or discontinue any services we offer at any time without notice or liability to you;
3. cancel or discontinue your membership in the Website including all or any listings associated with your membership in the Directory at any time without notice or liability to you; and
4. cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law or the TOU.

Exclusion of Warranties

1. We do not warrant that the Directory is error or fault free or that it will meet your expectations. Your use of the Website is at your sole risk.
2. Except as otherwise expressly stated in these TOU, we make no express or implied warranties to you and expressly exclude all warranties, conditions and terms implied by statute, general law, international convention or custom, including without limitation any and all implied warranties with respect to merchantability, fitness for purpose, title and non-infringement, except for any implied condition or warranty, the exclusion of which would contravene any statute or cause this clause to be void.

Limitation and Exclusion of Liability

To the extent permitted by law:

1. where the services we provide to you are subject to warranties or terms implied by statute, general law, international convention or custom which cannot be excluded, restricted or modified our liability for breach of any such condition or warranty will be limited to the supply of the services again;
2. we exclude all liability to you or any other person for any loss or damage, whether arising in contract, negligence or otherwise arising out of or in connection with any use of the Website or the Directory or information on or provided through the Website or the Directory or unauthorised access to or alteration of your transmissions or data;

3. and without limiting subclause (b), we exclude all liability to you or any other person (whether in contract, negligence, tort, equity or otherwise) for any consequential, indirect, incidental, special, punitive or exemplary damages, including without limitation any loss of profits, loss or corruption of data or loss of goodwill, even if we have been advised of the possibility of such loss or damage;

Indemnity

You must at all times indemnify us and our affiliates and our suppliers and their respective officers, employees, contractors and agents ("those indemnified") from and against any loss, costs, expenses (including reasonable legal fees), claims, damages, settlement, penalties, fines or other liability incurred or suffered by any of those indemnified arising out of your use of the Website, Directory and or breach of these TOU.

Termination

1. The TOU are effective until terminated by us, and we may terminate them and your right to post information and material to the Directory at any time without notice.

2. In the event of termination you are no longer authorised to add your Directory listing to the Directory, but all restrictions imposed on you, licenses granted by you and all our disclaimers and limitations of liability set out in the TOU will continue.

3. In the event of termination we will not be liable to you for any claims of any kind arising from removal of your Directory listing from the Directory whether on account of the loss by you of present or prospective profits, anticipated orders, expenditures, investments or commitments made, goodwill created or on account of any other cause whatsoever.

Circumstances beyond our control

We will not be liable for any failure or delay in the performance of our obligations to you if that failure or delay is due to circumstances beyond our reasonable control including, without limitation, any act of God or other cause beyond our reasonable control including any mechanical, electronic, communications or third party supplier failure.

Communications

1. We may provide notices to you by simply posting the notice on the Website. This is in addition to any other mode of services permitted by law.

2. It is a condition of your membership that you acknowledge and agree to allow us to send email messages to your email address as provided in your Registered Data from time to time. Such messages may or may not contain commercial content and will be send in accordance with the Spam Act 2003.

General

1. Any provision of the TOU that is invalid, voidable or unenforceable will be deleted and the remainder will continue to have full force and effect.
2. You may not assign any of your rights or obligations under the TOU without our prior written consent. We may assign our rights or obligations under the TOU at any time without notice to you.
3. Headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
4. A waiver by us of a provision of or right under the TOU is only binding on us if it is in writing and executed by us. In addition the waiver will only be effective in the specific instance and for the specific purpose for which it was given.
5. The TOU are governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the Courts of that State.
6. All rights not expressly granted in the TOU are reserved.