

# Disclaimer

## Disclaimer

### No warranties

This platform is provided "as is" without any representations or warranties, express or implied. The Western Australian Council of Social Service Inc (WACOSS) makes no representations or warranties in relation to this platform or the information and materials provided on this platform.

Without prejudice to the generality of the foregoing paragraph, WACOSS does not warrant that:

- this platform will be constantly available, or available at all; or
- the information on this platform is complete, true, accurate or non-misleading.

Nothing on this platform constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

### Limitations of liability

WACOSS will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this platform:

- to the extent that the platform is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if WACOSS has been expressly advised of the potential loss.

### Exceptions

Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this disclaimer will exclude or limit WACOSS's liability in respect of any:

- death or personal injury caused by WACOSS's negligence;
- fraud or fraudulent misrepresentation on the part of WACOSS; or
- matter which it would be illegal or unlawful for WACOSS to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### Reasonableness

By using this platform you agree that the exclusions and limitations of liability set out in this disclaimer are reasonable.

If you do not think they are reasonable, you must not use this platform

### Other parties

You accept that, as a limited liability entity, WACOSS has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against WACOSS's officers or employees in respect of any losses you suffer in connection with the platform.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this disclaimer will protect WACOSS's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as WACOSS.

### Unenforceable provisions

If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this disclaimer.