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You indemnify, defend and hold The Owners and its officers and directors (Indemnified Parties), harmless from and against any and all liabilities and costs (including legal costs) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms of Use.

You shall use your best efforts to cooperate with the Indemnified Parties in the defence of any claim. The Owners reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

## 6. **LIMITATION OF LIABILITY**

Under no circumstances, including, but not limited to, negligence, shall The Owners be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, any The Owners site or materials or functions on any such site, even if The Owners has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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# **Privacy Policy**

Professional Marriage Celebrants ABN 81 075 476 809 ("The Owners") have a firm commitment to privacy in accordance with the Privacy Amendment (Private Sector) Act 2000, which takes effect in December 2001.

This privacy policy covers all personal information that we hold.

### **Collection of information**

Whenever we collect personal information from you we will do so in a lawful and fair way. We will also advise you how and where to contact us.

If we collect the information from a third party we will take reasonable steps to advise you of that collection promptly.

We will tell you why we are collecting the information and the third parties to whom we usually disclose that information

If you do not wish to provide the information we request, we will tell you what impact this will have.

# **Disclosing information**

We will only disclose personal information in accordance with the Act. This means that it will be disclosed if:

- we told you when collecting it that it would be disclosed for that purpose or for a related purpose that you would reasonably expect,
- we have your consent,
- we are required by law to disclose it, or
- it is otherwise permitted under the Act

### **Opt Out**

We will provide you with a simple way of contacting us if you wish to opt out from receiving further marketing offers.

In accordance with the Act, direct marketing offers will contain an opportunity to opt out.

## **Quality of information**

We will take reasonable steps to ensure that the information that we collect, use and disclose is accurate, complete and up to date.

## Security

We are committed to protecting your privacy and will take reasonable steps to ensure that the information we collect is protected from loss and misuse and from unauthorized access, modification and disclosure.

## Access to the information we hold

You can access your personal information upon request. However, there are occasions when this access may be denied under the exemptions contained in the Act.

# **Availability of policy**

Our policy is available upon request. It will be reviewed from time to time and any amendments will be included in the updated policy.

# **Privacy inquiries**

If you have any questions about this privacy policy, any privacy related dealings with us or a possible breach of your privacy or would like further information about our information handling practices, you can contact:

John Hodson

Professional Marriage Celebrant Pty Ltd Email: john@johnhodson.com.au

Phone 0439 99 31 32