

Website Terms of Use

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If you do not agree to these terms and conditions (and any change to them), please do not use this website.

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2. PROVISION OF THE WEBSITE

2.1 Whilst we will use reasonable endeavours to verify the accuracy of any information we place on this Website, we make no warranties or representations, whether expressed or implied in relation to its accuracy.

2.2 This website is provided on an "as is" and "as available" basis without any representation or endorsement. We make no warranties of any kind, whether express or implied, in relation to this website, or to products or services offered on or through the website, whether by us or on our behalf. This exclusion includes, but is not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade.

2.3 We make no warranty that this website, will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that this website or the server which makes it available are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from this website.

- 2.4 This website may change from time to time. You will not be eligible for any compensation in the event that you cannot use any part of this website or because of a failure, suspension or withdrawal of all or part of this website for any reason.
- 2.5 We reserve the right to modify or withdraw, temporarily or permanently, this website (or any part of it) with or without notice or liability to you. We may also monitor any activity associated with this website and investigate any reported violation of these terms and conditions or complaints relating to this website and take any action that we deem appropriate.
- 2.6 Notwithstanding any other provision in these terms and conditions, nothing shall limit your rights as a consumer under Australian law.

3. YOUR OBLIGATIONS

- 3.1 You will not use this website (or any part of it) for any illegal purpose and agree to use it in accordance with these terms and conditions and all relevant laws.
- 3.2 In particular, we require that you do not attempt any unauthorised access to any part of this website, nor attempt to upload or transmit through this website anything which is defamatory, offensive, obscene, menacing, which may cause needless anxiety or any form of computer virus or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. You may also not use this website so as to cause it to be interrupted, damaged, rendered less efficient or otherwise impaired in any way. We also ask that you do not create or publish a hypertext link to any part of this website without prior written authorisation from SpiroDavis Pty Ltd.
- 3.3 You confirm that, by using this website, you accept these terms and conditions, that you have not relied on any representation that is not expressly included herein and you agree that you shall have no remedy in respect of any misrepresentation which has not become a term of these terms and conditions.

4. YOUR PERSONAL DATA AND COOKIES

- 4.1 We respect your personal data and shall deal with it in accordance with all applicable Australian Data Protection legislation in place at any given time.
- 4.2 When you visit this website, cookies may be used to allow us to monitor which parts of the website are being accessed and to improve the website. Cookies are bits of electronic information that a website can transfer to your hard drive to help tailor and keep records of your visit to that website. Most major websites use cookies and their use is standard on the Internet. Cookies cannot be used by themselves to identify you.

- 4.3 You have the ability to accept or decline cookies by modifying the setting of your Web browser. However, you may not be able to use all the interactive features of this or other websites if cookies are disabled. For further information about cookies and how to disable them, please refer to www.allaboutcookies.org
- 4.4 SpiroDavis will not send your personal information to third parties. SpiroDavis will hold your personal information securely and will only hold it for as long as necessary to provide information and services to you and requested by you.

5. LINKS TO OTHER WEBSITES

- 5.1 We may, from time to time, provide links to other websites or resources, but that is not to be taken as an endorsement of them by us. You acknowledge that we are not responsible for the availability of such external sites or resources, nor for any content (of whatever kind), products or services offered through them, and you access such external websites at your own risk.

6. LIMITATION OF LIABILITY

- 6.1 We will not be liable to you or any third party in contract, tort (including, without limitation, negligence) or otherwise for any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect or consequential losses, howsoever arising and, in any case, whether or not such losses were within the contemplation of either you or us at the date on which the event giving rise to the loss occurred.
- 6.2 Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability in the tort of deceit.

7. INDEMNITY

- 7.1 You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of these terms and conditions by you.

8. GENERAL

- 8.1 If any part of these terms and conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these terms and conditions and shall not affect the validity and enforceability of any of the remaining provisions of these terms and conditions.
- 8.2 Nothing shall be construed as a waiver by us of any preceding or succeeding breach of any provision.

- 8.3 These terms and conditions constitute the entire agreement between you and us and supersede any previous agreement or arrangement between you and us relating to the subject matter of these terms and conditions.
- 8.4 These terms and conditions will be exclusively governed by and construed in accordance with the laws of Australia, whose courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.
- 8.5 www.spirodavis.com.au and www.spirodavis.com are owned by SpiroDavis Pty. Ltd. www.digitalmanagementcorp.com and www.digitalmanagementcorp.com.au are owned by SpiroMedia Pty. Ltd
- 8.6 SpiroDavis Pty. Ltd. incorporating related business divisions registered office: 207 Johnston St Annandale, Sydney, NSW, Australia, 2038.
Australian Company Number (ACN) 134 639 535
- 8.7 SpiroMedia Pty. Ltd. incorporating related business divisions registered office: 207 Johnston Street Annandale, Sydney, NSW, Australia, 2038.
Australian Company Number (ACN) 114 162 560
- 8.8 In these terms and conditions, references to "we", "us" and "our" are references to SpiroDavis Pty. Ltd., SpiroMedia Pty. Ltd. and their related entities and divisions. References to "you" and "your" are references to end-users accessing this website. References to this website are references to all and/or any part of www.spirodavis.com.au, www.spirodavis.com, www.digitalmanagementcorp.com.au and www.digitalmanagementcorp.com