



## TERMS OF USE OF WEBSITE

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Skildare Pty Ltd ("we," "us" or "our"), concerning your access to and use of this website.

You agree that by accessing this website, you have read, understood, and agree to be bound by all of these Terms of Use. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using this website and you must discontinue use immediately.

Our Software and Subscription Terms in conjunction with any supplementary terms and conditions, the Privacy Policy or documents that may be posted on this website from time to time are hereby expressly incorporated in these Terms of Use. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason.

It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of this website after the date such revised Terms of Use are posted.

You are solely responsible for compliance with local laws applicable in the jurisdiction where the content is viewed or received.

### Intellectual Property Rights

Unless otherwise indicated, this website is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, coding, text and graphics on this website (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights.

Provided that you are eligible to use this website, you are granted a limited license to access and use this website and to download or print a copy of any portion of the Content to which you have properly gained access solely for your use. We reserve all rights not expressly granted to you in and to this website, the Content and the Marks.

### User Representations

By using this website, you represent and warrant that:

- (1) all registration information you submit will be true, accurate, current, and complete;
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) you will not use this website for any illegal or unauthorised purpose;
- (4) you will not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on this website;

(5) your use of this website will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of this website.

### User Registration

You may be required to register your details with us. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### Submissions

Any material you submit to us on or through this website will be deemed non-confidential and non-proprietary unless otherwise indicated. We will be able to use any material which has **not** been indicated to be confidential or proprietary for any purpose without compensation to you.

### Software

We make every effort to display as accurately as possible the features, specifications, and details of the software on this website. However, we do not guarantee that the features, specifications, and details of the software will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual details of the software specifications and functionality.

The software specifications and functionality are subject to change and we reserve the right to change or amend the features, specifications, and details of the software at any time for any reason. Prices for all software are subject to change.

### Prohibited Activities

You may not access or use this website for any purpose other than that for which we make this website available.

### Site Management

We reserve the right, but not the obligation, to:

- (1) monitor this website for violations of these Terms of Use;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from this website or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;

(5) otherwise manage this website in a manner designed to protect our rights and property and to facilitate the proper functioning of this website.

### **Modifications and Interruptions**

We reserve the right to change, modify, or remove the contents of this website at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of this website without notice at any time.

We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of this website.

We cannot guarantee this website will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to this website, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify this website at any time or for any reason without notice to you.

You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use this website during any downtime or discontinuance of this website. Nothing in these Terms of Use will be construed to obligate us to maintain and support this website or to supply any corrections, updates, or releases in connection therewith.

### **Corrections**

There may be information on this website that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on this website at any time, without prior notice.

### **Cookies and Applets**

We may use cookies to provide you with a better experience when using our website/portal. These cookies allow us to increase your security by storing your session ID and are a way of monitoring single user access. This aggregate, non-personal information is collated and provided to us to assist in analysing the usage of the site.

### **User Data**

You are solely responsible for all data that you transmit or that relates to any activity you have undertaken using this website.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

### **Links to Other Websites**

This website may, from time to time, contain links to third-party websites or services that are not owned or controlled by us.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services and we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your visitation, use of or reliance on any such content, goods or services available on or through any such websites or services. The

inclusion of any links on our website does not imply or constitute endorsement by us of the link or the website to which it relates.

You must not create or maintain any link from another website to our website without our prior written consent.

### **Limitation Of Liability**

To the maximum extent permitted by law in no circumstances will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including loss of profit, loss of data, or other damages arising from your use of this website.

Where the law implies a warranty into these Terms of Use which may not be legally excluded then our liability for a breach of such a warranty is limited to the lesser:

- (1) the resupply of the goods if applicable;
- (2) the cost of re-supply of the goods if applicable; or
- (3) the contract price of the original supply of the goods.

We are not liable for any claim for damages arising from or contributed by the negligent or wilful act or destruction of the goods or the goods are used otherwise than in accordance with the guidelines and specifications supplied with the goods.

### **Governing Law**

These Terms of Use and your use of this website are governed by and construed in accordance with the laws of the State of New South Wales.

### **Miscellaneous**

These Terms of Use and any policies or operating rules posted by us on this website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of this website.

### **Contact Us**

If you have any questions about these Terms, please contact us on 02 4940 8743 or [hello@debataik.com.au](mailto:hello@debataik.com.au).