

# Terms & Conditions

**LAST UPDATED: 9 September 2022**

1. This website is owned and operated by us, being Optisol AIJA Pty Ltd ABN 62 670 806 863. When you visit our website, you agree to follow our terms of use below.

## **You are allowed to:**

2. Read our website and enjoy it. You can only copy the website for your viewing and personal use.

3. Post content to our website (where permitted) or send content to us as long as it is not sensitive, confidential or owned by someone else. If you do post or send us content, you agree that we can use, share and change that content for our purposes for an unlimited period of time and without any obligation to ask for additional permission, attribute you or make any payments to you. If you are not happy for us to use your content in this way, please do not send it to us.

4. Contact us if you need to send us sensitive or confidential information and we can give you a secure method of communication for that information.

## **You are not allowed to:**

5. Take or copy our content, use it for your own purposes or change any part of it in any way.

6. Send us any sensitive or confidential information through our website or by email as these are not secure forms of communication.

7. Send us any content that is unkind, unhelpful or disrespectful. This means you must not defame, vilify, ridicule, disparage, threaten, harass, intimidate, abuse, bully, trick, defraud or mislead us or any other person.

## **You should know:**

8. We take pride in the content of our website but the information on our website may not be complete or appropriate for you or your organisation. Please don't use or rely on this information to make any decisions before getting professional advice.

9. We may allow or require you to complete an electronic form on our website. The form may ask for your personal information and ask you for permission to use your information in a particular manner. For example, we may ask you if you would like to receive updates about our activities and the services we offer.

If you don't want us to do this with any of your information, you don't have to send it to us.

10. That we respect your privacy and collect and handle all personal information in the way we have specified in our Privacy Policy.

11. Our website may contain links to other websites. These are provided for your convenience only. If these websites are not under our control, we are not endorsing their content or operators and may not continually review the links to make sure they are accurate and up to date.

12. We may change these terms of use from time to time without notice. You should check these terms of use each time you visit our website. We promise to keep them short and easy to understand.

## **A few other important legal things**

13. You warrant that any content submitted by you is not the intellectual property or confidential information of any other person and that we do not need to get permission from anyone else to use it.

14. We own or have permission to use all:

1. the content and designs on our website; and
2. trade marks, trade names and other product and service names and logos on our website.

15. Your continued use of this website following any changes to our website terms of use indicates your acceptance of those changes.

16. We may use cookies to log your visit to our website for statistical and business purposes. The information logged may include your server address, domain name, IP address, the date and time of your visit, pages accessed, documents downloaded, previous website visited and the type of browser used. Some of this information may be capable of personally identifying you.

17. If you do not want our cookies to log your visit, you may be able to avoid some cookies by configuring your browser settings or opting-out directly with the party that operates and controls the cookie. Please check your browser settings or contact us at [here](#) for more information.

18. The *Competition and Consumer Act 2010* (Cth) may confer rights, guarantees and remedies on you in relation to the provision by us of goods and services, which cannot be excluded, restricted or modified. We do not exclude those rights. All other terms, guarantees and remedies are excluded and we do not make any representation in connection with the use of this website,

including the accuracy, reliability, completeness or currency of the website or its content or that security of the website will not be breached.

19. Your access to and use of this website is at your own risk. To the maximum extent permitted by law and without limiting clause 18 above:

1. We will not be liable for any direct, indirect, incidental, consequential, special or exemplary damages, losses, costs or expenses or lost profit, resulting from any use or misuse of this website or the information contained on this website;
2. Our liability for breach of any consumer guarantee or any other mandatory local law, which cannot be excluded, is limited at our option to:
  1. In the case of services supplied by us, resupplying or paying the cost of resupplying the service; or
  2. in the case of goods supplied by us, replacing the goods, supplying equivalent goods, repairing the goods or paying the cost of any of the above options.

20. These website terms of use are governed by the law applicable in the State of New South Wales, Australia and any applicable courts of appeal.