

## **ACCENSI WEBSITE TERMS OF USE**

### **Parties, Obligations and the Website**

1. The accensi.com.au website ("Website") is owned and operated by the Accensi Pty Ltd (ABN 079 875 184) ("Accensi").
2. Access to the secure areas of this Website is restricted to persons who are authorised customers of Accensi. Access by unauthorised persons is strictly prohibited.
3. By accessing, browsing and/or using this Website, each Customer is expressly agreeing to abide by the terms and conditions referred to in this document ("Terms of Use").
4. Each Customer should read the Terms of Use prior to using this Website.
5. Although Accensi may notify Customers of a change in the Terms of Use it is under no obligation to provide such notice and reserves the right to amend the Terms of Use at any time without notice.
6. It is the Customer's responsibility to read and be familiar with the Terms of Use.

### **General Commercial Terms**

7. This Website is provided for the purposes of allowing the Customer to do the following with an industry standard browser:
  - a) access as presented on this Website information about Accensi, the terms of the relationship between Accensi and the Customer, and the goods and/or services presented on this Website; and
  - b) communicate to Accensi the Customer's desire to purchase goods and/or services presented on this Website.

### **The Customer must use this website solely for the above authorised purposes.**

8. Upon registration and the opening of an account with Accensi, Accensi will authorise the Customer to become a Registered User. Customers will be notified once their Accensi account has become fully activated.
9. Registered Users will have access to secure areas of the Website and may check account details about Accensi goods and/or services presented on this Website.

### **Prices and Products are subject to Change**

10. All prices, products and services displayed on this Website and offered by Accensi are subject to change without notice. It is the responsibility of the Customer to check the price of a product or service before placing an order for it.

### **Customer Responsibilities**

11. The Customer must:
  - a) use this Website in accordance with the Terms of Use;
  - b) if under the age of 18, obtain a parent or guardian's consent prior to using the Website;
12. The Customer is responsible for maintenance and supply of all their own hardware and software used to access the Website and the Internet.
13. The Customer must not:
  - a) use the Website to post or transmit any information or materials in breach of any laws or regulations;
  - b) use the Website to infringe another parties copyright;
  - c) use the Website to infringe a third party's privacy;
  - d) use the Website to defame, harasses, threaten, menace or offend another person;

- e) post illegal, obscene, indecent, inflammatory or pornographic material or other material that could give rise to civil or criminal proceedings;
- f) use the Website to send unsolicited, commercial or bulk email;
- g) tamper with the settings of the Website;
- h) use the Website to do anything that constitutes an offence under any law or regulation;
- i) aid or assist any person to do any of the above acts.

## **Security**

- 14. It is the Customer's responsibility to ensure that all details including all telephone, email and address details are correct and current.
- 15. The Customer must maintain confidentiality on all matters communicated to them by Accensi.
- 16. The Customer must comply and obey all instructions and directions issued to it by Accensi regarding the use of the Website or membership details.
- 17. The Customer must not send or disclose its membership details to any other person or store it in a manner that would reasonably allow another person or entity to obtain access to it unless the details are disclosed to:
  - a) an authorised agent or employee ("Authorised Person") of the Customer; and
  - b) that Authorised person agrees to be bound by the Terms of Use.
- 18. The Customer must immediately notify Accensi in writing if they become aware that the confidentiality of the membership details have been compromised or there has been an unauthorised use of the Customer's Accensi account. Notice given to Accensi does not release the Customer from the Terms of Use.

19. In the event of an unauthorised use, Accensi will take reasonable steps to deactivate the Customer's Account and issue the Customer with new membership details within a reasonable time.

## **Privacy**

- 20. The Customer agrees that Accensi may use and provide personal information about its Customers that is collected on the Website. The collection and provision of collected information is subject to privacy laws and Accensi will comply with its Privacy Statement in dealing with any personal information.
- 21. Accensi may release to an Authorised Person information collected by Accensi from the Website.

## **Disclaimer**

- 22. The content, products and services on this Website provided on an "as is" basis. Accensi does not represent the contents of this Website as being accurate, comprehensive, complete, verified or error free.
- 23. Accensi gives no guarantee that the Website will always be accessible and available and/or fault or virus free.
- 24. Prior to using any download Accensi recommends the user carry out an appropriate virus check as Accensi does not accept any liability for any computer viruses transmitted in connection with the use of this website.
- 25. Subject to any applicable law which cannot be excluded, the Terms of Use expressly set out in this document form the entire agreement. No other terms apply.
- 26. All trademarks displayed on this website belong to their respective owners unless otherwise indicated.
- 27. Visitors to this website are under an obligation to take all reasonable steps to minimise the extent of loss suffered as result.
- 28. Accensi owns the copyright in the content on this website and reserves its full rights for any unauthorised use by you.
- 29. The Customer releases from all liability whether in contract or tort (including negligence), to the maximum extent permitted by law as to the quality and fitness of purpose of the goods and services available on this website.
- 30. The Customer releases from all liability whether in contract or tort (including negligence), to the maximum extent permitted by law

for any loss or damaged cause by factors reasonably considered to be the fault of third party conduct or equipment.

31. The Customer releases from all liability whether in contract or tort (including negligence), to the maximum extent permitted by law for any loss whatsoever of data, profits or revenue arising as a result of the use of this Website.

### **Links to other websites and third party content**

32. The Website may contain links to other web sites operated by third parties ("Third Party Web Sites"). Accensi does not endorse, or approve of the operators of those Third Party Web Sites, or the information, graphics and material on those Third Party Web Sites ("Third Party Material").

33. Subject to any applicable law which cannot be excluded, Accensi makes no warranties or representations:

a) regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Web Sites; or

b) that Third Party Material does not infringe the intellectual property rights of any person. Accensi is not authorising the reproduction of Third Party Material by linking Material on this web site to Third Party Material.

34. All offers to sell and statements relating to goods and services available on Third Party Web Sites are the responsibility of and given by the Third Party Web Site operator. Accensi expressly disclaims acting in any other respect on behalf of Third Party Web Site operators.

35. Accensi may receive payments, fees and/or commissions from third party operators for goods or services supplied by the operator as a result of you linking to the Third Party Web Site from the Website. The Customer consents fully to Accensi receiving such payments, fees and/or commissions.

36. Third party products, services and information ("Third Party Content") are not provided or endorsed by Accensi. Where it is apparent that Third Party Content is not provided by Accensi or the Customer has left the Website, the Customer's legal relationship in respect of the Third Party Content is with the third party provider.

37. Accensi does not check the accuracy or completeness of Third Party Content. It is the Customer's responsibility to make any enquires regarding Third Party Content before relying on that content or before entering into a transaction in relation to Third Party Content supplied via the Website.

38. Accensi may receive payments, fees and/or commissions from third party operators for listing Third Party Content on the Website. The Customer consents fully to Accensi receiving such payments, fees and/or commissions.

### **Change of the Terms of Use**

39. These are the current Terms of Use. They replace any other terms of use for the Website. Accensi may at any time vary the Terms of Use by publishing the varied Terms of Use on the Website. The Customer accepts that by doing this, Accensi has provided sufficient notice of the variation.

40. Accensi reserves any rights not expressly granted in these Terms of Use.

### **Suspension and Termination**

41. The Customer may stop using the Website at anytime, for any reason.

42. Accensi may immediately suspend or limit the Customer's access to the Website if:

a) the Customer is in breach of the Terms of Use and the breach in cannot be remedied or the customer has failed to remedy breach within thirty (30) days of being notified of the breach;

b) Accensi has reasonable grounds to believe that there is a real risk of loss or damage to us or another party unless Accensi suspends or limit usage;

c) the law requires Accensi to do so;

d) access to the Website becomes illegal;

e) the Australian Competition and Consumer Commission issues a competition notice relating to the Website or Accensi has reasonable grounds to believe it will do so; or

f) there is an emergency.

43. The Terms of Use are effective until terminated by Accensi.

44. Accensi may terminate this agreement and the Customers Access to the Website at anytime without notice.

45. In the event of termination, the Customer is no longer authorised to access the Website, but all restrictions, disclaimers and limitations of liability remain enforceable.

46. Termination will not affect any legal right that may have accrued to Accensi against the Customer up to the date of termination.

47. The law in force in the State of Queensland, Australia governs this agreement and the parties irrevocably submit to the exclusive jurisdiction of the courts of Queensland.

48. If any of the terms in this Terms of Use are invalid for whatever reasons, they will be struck out and the remaining terms will remain in force.

49. A failure by Accensi to pursue a breach of the Terms of Use by the Customer does not waive any rights Accensi has to pursue the Customer for a similar or subsequent breach.