

## TERMS OF USE – flaimsystems.com

This site, flaimsystems.com, is the official site of FLAIM Systems Pty Ltd, ABN 71 620 462 946 (**Site**) (referred to in these Terms of Use as '**FLAIM Systems**', '**we**', '**us**', or '**our**').

By visiting this Site, you are agreeing to these Terms of Use and our Privacy Policy (collectively **Terms**).

The Terms are important. You should read and understand them before using this site.

### 1 Introduction

- 1.1 These Terms of Use apply to your access and use of the Site and form a binding agreement between Flaim Systems and any person ('you' or 'your') who uses the Site.
- 1.2 The use of the Site is conditional upon your acceptance and continued adherence to these Terms. You should review the Terms periodically to ensure you can, and wish to, comply with them. These Terms of Use are subject to change at any time without notice. Please refrain from using the Site if you do not wish to be bound by these Terms of Use.

### 2 Website content and access

- 2.1 While FLAIM Systems endeavours to take reasonable care in preparing and maintaining the information on the Site originated by us, we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content on the Site (including without limitation, information on the Site posted by users of the Site). You acknowledge and accept that the website content on the Site may include technical inaccuracies and typographical errors. The website content on the Site is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
- 2.2 To the extent permitted by law, including the *Competition and Consumer Act 2010* (Cth):
  - (a) the Site is made available to you 'as is' and without any warranties from FLAIM Systems that the Site is suitable for any particular purpose or will meet your particular requirements; and
  - (b) FLAIM Systems disclaims all liability for losses directly or indirectly arising from your use of or reliance on the Site and the website content on the Site.
- 2.3 FLAIM Systems does not guarantee that access to the Site will be uninterrupted or that the Site is free from viruses or anything else which may damage any computer accessing the Site or any data on such a computer.
- 2.4 FLAIM Systems reserves the right to modify, discontinue access to the Site (or any part), with or without notice, temporarily or permanently without liability to you or any third party.
- 2.5 By using the Site, you represent that you are at least 18 years old, and if you are younger than 18 years old, you are using the Site with the knowledge and consent of your parent or legal guardian.

### 3 Intellectual Property

- 3.1 All intellectual property in the content of the Site, including without limitation the text, software, source code, pages, documents and online graphics, photographs, sounds, audio, video and other interactive features is owned by or licensed to us and is protected by law, including but not limited to the *Copyright Act 1968* (Cth). The Site may also contain third party material that is protected by law.
- 3.2 By submitting, posting or otherwise transmitting content to the Site, you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate your content for any purpose (including, without limitation, for a commercial purpose), and the right to sub-license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in the content.

- 3.3 You warrant that you have the right to grant the above licence and that our exercise of the licence rights above will not infringe the intellectual property rights of any person.
- 3.4 You acknowledge that FLAIM Systems (or any party we nominate) is entitled to use any or all content which you submit to the Site for any purpose without requesting consent from you or providing you with any compensation.

## 4 Third party websites

The Site may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, FLAIM Systems does not control, endorse, sponsor or approve any such third party websites or their content nor does FLAIM Systems provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

## 5 Limitation of Liability

To the maximum extent permitted by law (including the *Competition and Consumer Act 2010* (Cth)), FLAIM Systems (and all of our subsidiaries, officers, employees, contractors and agents) excludes all liability for any loss or damage of any kind (including, without limitation, special, indirect or consequential loss, loss of business profits or loss of data) however caused (including negligence) arising out of or in connection with the Site (including, without limitation, your access and use of the Site), except to the extent that the loss or damage is caused by FLAIM System's fraud or wilful misconduct.

## 6 Indemnity

You agree to indemnify and hold harmless FLAIM Systems (and all of our subsidiaries, officers, employees, contractors and agents) (each an Indemnified Party) from and against all loss, actions, proceedings, costs and expenses (including legal fees), claims and damages that any Indemnified Party may suffer arising directly or indirectly out of or in connection with:

- (a) your access or use of the Site (including, without limitation, your content); and
- (b) any breach by you of these Terms of Use.

## 7 Privacy

7.1 You acknowledge that:

- (a) we collect personal information (including your personal information) when you use the site, including requests for quotes, registering your Flaim product with us, browsing the Site generally; and
- (b) we may disclose the information you provide to third parties that help us deliver our products and services (including information technology suppliers, communication suppliers and our business partners), tell you about related or new products, administer this Site or as required by law.

If you do not provide this information, we may not be able to provide all of our products and services to you. We may disclose your personal information to recipients that are located outside of Australia, as further detailed in our Privacy Policy.

- 7.2 The personal information we collect will be handled by us in accordance with FLAIM Systems' Privacy Policy. Our Privacy Policy outlines how to access or correct your personal information or make a privacy-related complaint. You can contact our Privacy Officer for any privacy-related queries at the contact details set out in our Privacy Policy.
- 7.3 By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms of Use.

## **8 Miscellaneous**

Any part or provision of these Terms of Use that is deemed illegal or unenforceable by a court of competent jurisdiction may be severed from these Terms of Use and the remaining provisions will continue in full force.

## **9 Jurisdiction**

These Terms of Use are governed by and construed in accordance with the laws of State of Victoria, Australia. In the event that a dispute arises from these Terms of Use, each of FLAIM Systems and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.