

## WEBSITE TERMS OF USE

These Terms of Use ("**Terms**") govern your use of our website available at <https://www.essenceaudiology.com.au> ("**Site**") and form a binding contractual agreement between you, the user of the Site and us, Essence Audiology Pty Ltd.

These Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site.

By accessing and/or using the Site you acknowledge and agree that you have read and understand the Terms and our Privacy Policy (available on the Site) and you agree to be bound by them. Please read these Terms carefully. If you do not agree with the Terms you must immediately cease using the Site.

At any time and at our discretion, we may vary these Terms by publishing the varied terms on the Site. It is your responsibility to check the Site regularly to ensure you are aware of our current terms. All materials and information on this Site ("**Content**") are subject to change without notice. We do not warrant that the Site is up-to-date and we do not undertake to keep the Site up-to-date. We are not liable if any Content is inaccurate or out-of-date.

### 1 Licence to use the Site

1.1 We grant you a non-exclusive, revocable, worldwide, non-transferable licence to use the Site in accordance with these Terms. All other uses are prohibited without our prior written consent.

### 2 Prohibited conduct

2.1 You must not do or attempt to do anything:

- (a) that is unlawful;
- (b) prohibited by any laws applicable to the Site;
- (c) which we would consider inappropriate; or
- (d) which might bring us or the Site into disrepute, including (without limitation):
  - (i) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
  - (ii) using the Site to defame, harass, threaten, menace or offend any person;
  - (iii) interfering with any user using the Site;
  - (iv) tampering with or modifying the Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with the Site, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with the Site;
  - (v) using the Site to send unsolicited email messages; or
  - (vi) facilitating or assisting a third party to do any of the above acts.

2.2 You must not use the Site, including the Content, in any way that competes with our business.

2.3 You must not use the Site, or any of the Content, for commercial purposes, including any advertising or advertising revenue generation activity on your own website or any other platform, without obtaining a licence to do so from us.

### **3 Information**

- 3.1 The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

### **4 Intellectual Property rights**

- 4.1 Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property rights) in the Site and all of the Content.
- 4.2 Your use of the Site and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to the Site or the Content.
- 4.3 You must not:
- (a) copy or use, in whole or in part, any Content;
  - (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
  - (c) breach any intellectual property rights connected with the Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

### **5 User Content**

- 5.1 You may be permitted to post, upload, publish, submit or transmit relevant information and content (User Content) on the Site.
- 5.2 By making available any User Content on or through the Site, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of the Site.
- 5.3 You agree that you are solely responsible for all User Content that you make available on or through the Site. You represent and warrant that:
- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content (as contemplated by these Terms); and
  - (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of the Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- 5.4 We do not endorse or approve, and are not responsible for, any User Content. We may, at any time (at our sole discretion), remove any User Content.

### **6 Third party sites**

- 6.1 The Site may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on

those websites. You should make your own investigations with respect to the suitability of those websites.

## **7 Termination and Exclusion**

- 7.1 These Terms are effective until terminated by us, which we may do at any time and without notice to you.
- 7.2 These Terms terminate automatically if, for any reason, we cease to operate the Site.
- 7.3 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.
- 7.4 In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.
- 7.5 We may exclude any person from using the Site, at any time and at our sole discretion.
- 7.6 We are not responsible for any Liability you may suffer arising from or in connection with any such termination or exclusion.

## **8 Warranties and representations**

- 8.1 To the maximum extent permitted by law, we make no representations or warranties about the Site or the Content, including (without limitation) that:
  - (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
  - (b) access will be uninterrupted, error-free or free from viruses; or
  - (c) the Site will be secure.
- 8.2 You represent and warrant to us that:
  - (a) you have the legal capacity to enter these Terms; and
  - (b) you have complied with clause 2 above.
- 8.3 You agree that you read, use and act on the Site and the Content at your own risk.

## **9 Limitation of Liability**

- 9.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 9.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 9.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
  - (a) in the case of goods:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

- (iv) the payment of having the goods repaired, and
- (b) in the case of services:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

## **10 Indemnity**

- 10.1 To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of the Site or any breach of these Terms or any applicable laws by you.
- 10.2 This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

## **11 Severance**

- 11.1 If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable.
- 11.2 If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

## **12 Jurisdiction**

- 12.1 These Terms are governed by the laws of Victoria and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria and waive any right to object to proceedings being brought in those courts.
- 12.2 We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access the Site.

For any questions and notices, please contact us at:

Essence Audiology Pty Ltd trading as Essence Audiology (ABN 48 622 516 198)

Address: 7 Daintree way, West Wodonga, VIC 3690

Email: [s.nair@essenceaudiology.com.au](mailto:s.nair@essenceaudiology.com.au)

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