



Influence IT Consulting

Bridging the Gap

ABN: 34 615 209 946 ACN: 615 209 946

WEBSITE LEGAL NOTICES

1. Acceptance and Agreement

1.1 Our Website Legals are the terms and conditions on which You visit, access, view and/or use the website of Influence IT Consulting Pty Ltd (**Our Website**) and by which You acquire products or services referenced on Our Website and include Our:

- (a) Terms of Use of Our Website (www.influenceit.com.au);
- (b) Disclaimers and limitations of liability relating to Our Website;
- (c) Privacy Policy; and
- (d) Other terms and conditions relating to products and services We offer or reference on Our Website.

(Our Website Legals)

1.2 You should review the contents of Our Website Legals before proceeding to visit, access, view or use Our Website and before acquiring any products or services referenced on Our Website, including third party products or services from Our Affiliates and other third parties with whom We have an alliance (**Third Party Provider/s**).

1.3 By visiting, accessing, viewing or using Our Website or acquiring products or services referenced on Our Website, You:

- (a) Express Your understanding and acceptance of the matters set-out in these Website Legals;
- (b) You warrant to Us that You have the legal capacity to enter an agreement on the terms and conditions set out in Our Website Legals; and
- (c) You enter into a legally binding agreement with Us on the terms and conditions set out in Our Website Legals.

2. License to Use Website

2.1 Subject to compliance with Our Website Legals, We grant You a limited, non-exclusive and non-transferable license to use Our Website in accordance with Our Website Legals (**License**).

2.2 You may visit, access, view and use Our Website in the normal manner, but must not except as permitted under the Copyright Act 1968 (Cth) copy, reproduce, republish, distribute or display any information on Our Website without Our written permission.

2.3 The License to use Our Website does not include the right to use any data mining robots or other extraction tools or to metatag or mirror Our Website.

3. Website Content and Access – No Warranties or Representations

3.1 While We endeavor to take reasonable care in preparing and maintaining the information on Our Website, We do not warrant the accuracy, reliability, adequacy or completeness of any of the content of Our Website, nor provide any specific advice for

Your circumstances. It is Your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon.

- 3.2 You acknowledge and accept that the content of Our Website:
 - (a) may include technical inaccuracies and typographical errors;
 - (b) may not necessarily be up to date or accurate at the time you view it;
 - (c) is subject to change at any time without notice.
- 3.3 To the fullest extent permitted by law We exclude all representations, warranties or terms (whether express or implied) other than those set out in Our Website Legals.
- 3.4 We do not guarantee that access to Our Website will be uninterrupted or that Our Website is free from viruses or anything else which may damage any computer which accesses Our Website or any data on such a computer.

4. Intellectual property

- 4.1 The content and materials displayed on Our Website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are Our property (or we are licenses to use them) and are protected by copyright, trade mark and other intellectual property laws (**Intellectual Property**).
- 4.2 Any such material or content may be printed solely for Your personal, non-commercial use within Your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without Our express prior written consent.
- 4.3 We do not grant You any license or right in, or assign all or part of, Our intellectual property rights in the content or applications incorporated into Our Website or in the user interface of Our Website.

5. Submissions On or Via Our Website

- 5.1 Any material You send to Us on or via Our Website (including without limitation any data, questions, comments, suggestions, ideas or other information) will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose we see fit without compensation to You.

6. Links to Third Party Websites / Third-Party Provider Websites

- 6.1 Our Website contains links to other websites operated, controlled or produced by third parties or Third-Party Providers. Unless otherwise indicated, We do not control, endorse, sponsor, evaluate or approve any third-party websites or their content (including the websites of Third-Party Providers) nor do We provide any warranty or take any responsibility whatsoever for any aspect of those websites, their content or the products or services they provide.
- 6.2 The views of others included on the websites of third parties or Third-Party Providers, whether linked to Our Website or not are not necessarily the views held by Us. We do not assume any responsibility for acts or omissions of those who have authored or made accessible that content. You should view their terms of use, terms of trade, disclaimers, privacy policy or similar documents before You rely on their information and content or acquire their products or services.

7. Interference With Our Website

- 7.1 You must not attempt to change, add to, remove, deface, hack or otherwise interfere with Our Website or any material or content displayed on Our Website. Without limiting the foregoing, You must not add any content to Our Website:
 - (a) Unless You hold all necessary rights, licenses and consents to do so;
 - (b) That would cause You or Us to breach any law, regulation, rule, code or other legal obligation;

- (c) That is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- (d) That would bring Us, Our Website or Our Third-Party Providers into disrepute; or
- (e) That infringes the Intellectual Property or other rights of any person.

7.2 You warrant to Us that You have complied with the preceding sub-clause. Should You not comply or act contrary to any of the matters in that sub-clause You agree to indemnify and hold Us harmless against any and all claims, actions, proceedings, losses, damages, expenses and costs including without limitation reasonable legal expenses arising directly or indirectly out of or in connection with Your use of Our Website.

7.3 If You wish to establish a link to Our Website, You must first seek approval from Us and provide the URL of the website that You seek to establish a link from, a brief description of Your website and the reason that You wish to establish a link.

7.4 If We agree to Your proposed link, You must comply with any terms and conditions imposed by Us as a condition of such agreement. If the nature and/or content of Your website changes in any material way, You must contact Us and provide a new description of Your website so We may assess whether to continue that approval.

8. Products and Services Provided by Third-Party Providers

8.1 Where We refer You to or connect You with a Third-Party Provider (whether through Our Website or otherwise) or You make such connection:

- (a) We make no representation and give no warranty regarding any product or service which the Third-Party Provider supplies or its functionality, fitness for purpose or otherwise;
- (b) You acknowledge that You will make Your own enquiries and exercise Your own judgment as to whether to acquire such products or service and whether it is suitable for Your business; and
- (b) You acknowledge that any agreement to acquire that product or service will be entered between You and the Third-Party Provider and that We will not be a party to that agreement, nor have any liability with respect to the acquisition of that produce or service.

8.2 Where we provide invoicing services to a Third-Party Provider we do so for the benefit of the Third-Party Provider and such service will not constitute a relationship between You and Us.

9. Our Products and Services

9.1 Where You acquire products or services from Us, We may require You to enter into a product agreement, service agreement or other written agreement with Us governing the provision of those products and/or services.

10. Descriptions of Product and Services

10.1 We aim to ensure Our products and services and those of Third Party Providers are described as accurately as possible on Our website, however We do not warrant that any such description provided is accurate. Where We become aware of any misdescription, We reserve the right to correct any misdescription, error or omission.

10.2 Images on Our Website are provided for illustrative purposes only and We do not guarantee that any image will reflect or portray the full design or options relating to any product or service You purchase from us or from a Third-Party Provider.

11. Orders for Product and Services and Payment and Delivery

10.1 All prices listed on Our Website are in Australia Dollars (AUD) and are inclusive of GST unless specifically stated otherwise on Our Website. We endeavor to ensure Our price list is current, although reserve the right to amend Our prices at any time.

10.2. Where there is a geographic limit on where We supply and dispatch our products and services that is listed on Our Website.

10.3 Unless agreed in writing by way of a service or product agreement or otherwise with Us:

- (a) Once you have submitted an order for products or services through Our Website You may not cancel or vary that order;
- (b) Payment is to be made via the agreed method at the time of order of the products or services;
- (c) Where there is a due date for payment later than the time of order, if no payment is received by that due date, the product or service delivery may be terminated at Our discretion;
- (d) Delivery of products and/or services will be as set out on Our Website;
- (e) Title in any products or services You order passes to You when We have received payment in full for the product or service; and
- (f) All risk of loss or damage to the products or services passes to You when We dispatch the products or provide the service to You;
- (g) Where a payment application that stores, processes and/or transmits data is used to receive payment, We will endeavour to provide an environment which is compliant with appropriate data security standards.

11. Limitation of liability

11.1 To the maximum extent permitted by law We exclude all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the content of Our Website and Your reliance on it, Your use of Our Website and/or the performance of Our Website, except to the extent that the loss or damage is directly caused by Our fraud or willful misconduct.

11.2 Where the law (including without limitation the Competition and Consumer Act 2010 (Cth)) implies a warranty or guarantee into these Website Legals which may not lawfully be excluded, then provided it is fair and reasonable to do so, Our liability for breach of such a warranty or guarantee shall be limited at its option, to any one or more of the following:

- (a) in the case of products: replacement of the products or the supply of equivalent products; repair of the products; payment of the cost of replacing the products or acquiring equivalent products; or payment of the cost of having the products repaired; and
- (b) in the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

12. Privacy Policy

12.1 We may collect personal information about you from time to time in a lawful, transparent manner and by fair means:

- (a) to the extent that it is necessary to provide a product or service, to carry out Our internal administrative operations or to meet relevant regulatory requirements; or

(b) for the purposes of enhancing our ability to provide improved products or services or to improve service delivery to You and other persons in the future.

12.2 We have processes and procedures in place to comply with privacy legislation (applicable from time to time) and You may request a copy of our Privacy Policy from us at any time. (www.influenceit.com.au/contact)

13. General Terms

13.1 These Website Legals are governed by and construed in accordance with the State of Queensland, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia in respect of any dispute which may arise.

13.2 You must not assign, sublicense or otherwise deal in any way with any of Your rights contained in these Website Legals.

13.3 If a provision of these Website Legals are invalid or unenforceable it is to be read down or severed to the extent necessary without effecting the validity or enforceability of the remaining provisions.

13.4 Unless agreed with You in writing otherwise, these Website Legals constitute the entire agreement between You and Us relating to use of this Website and matters contemplated in it.



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