



## **Terms and Conditions of Use of Website and App**

### **1. General**

These Terms of Use (“Terms”) apply to the use of Abernethy Owens’ website and app, including the use of the information offered on this Website and the app. In using this Website and/or the app, you agree to be bound by these Terms.

If you do not accept these Terms, you must refrain from using the Website and the app. If you continue to use the Website or the app you will be deemed to have accepted these Terms.

In these Terms the expressions ‘you’ and ‘your’ refer to any person accessing the Website. The expressions ‘we’, ‘us’ and ‘our’ are a reference to Abernethy Owens, any entity controlled by Abernethy Owens and their successors and assigns.

### **2. Variation of Terms**

Abernethy Owens may vary these Terms at any time. By continuing to use the Website or the app after any variation has been made to these Terms you agree, and are deemed, to be bound by the variation. You are responsible for ensuring that you are familiar with any variations made to these Terms from time to time.

### **3. Use of the Website and App**

In order to be able to access the information on this Website or on the app or upload your information on this Website or the app, you may need to use a specific user ID, email address or other login information, such as a password (‘Login Information’). This Login Information is confidential, and you must not disclose your Login Information to any other person or allow any other person to access the Website using your Login Information.

Abernethy Owens is not responsible for any unauthorised access to your account or the ramifications of such access.

You must not use or access this Website or the app for any purpose that is unlawful or prohibited by these Terms.

You must take your own precautions to ensure that the process which you use to access this Website or the app does not expose you to the risk of viruses or any other form of interference which may damage your own computer system or device. Abernethy Owens does not accept any responsibility for any interference or damage to your own computer system or device which arises in connection with your use of the Website, any linked site or the app.

You may print, download, or upload information from, or to, the Website or the app for your personal use only and this Website or the app may not be used to back-up material not related to services provided by Abernethy Owens.

You agree not to submit, post, or make available to or from the Website or the app any material or information that is illegal, defamatory, threatening, invasive of privacy, infringing of intellectual property rights or otherwise injurious or objectionable.

Abernethy Owens reserves the right to disclose any information or material as may be required by law, to block access to you and take such other action as it considers may be reasonably necessary to prevent any breach of these Terms or any breach of applicable laws.

#### **4. Our Information on the Website and the App**

The information contained on this Website and on the app is provided by us on an 'as is' basis and all users must verify the information before using the information. We do not make any representation or warranty that the information contained on the Website or in the app is reliable, accurate or complete.

We do not warrant that the material and information on this Website or on the app will be uninterrupted or error free or that any information, software, or other material accessible from this Website or the app is free of viruses or other harmful components.

## **5. Intellectual Property Rights**

All intellectual property rights in all contents, including text, images trademarks and logos, of this Website and the app are owned by, or licensed to Abernethy Owens for use on the Website and the app. There are no implied licences granted by Abernethy Owens under these Terms, and all rights other than those expressly granted by these Terms are reserved by Abernethy Owens.

## **6. Disclaimer and Limitation of Liability**

Abernethy Owens is not liable for any loss or damage, however caused (including through negligence) which you may directly or indirectly suffer in connection with or arising from your use of this Website, any linked site or the app or your use of or reliance on information contained on or accessed through this Website or the app.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms is hereby excluded.

## **7. Indemnity**

You indemnify Abernethy Owens and our affiliates, partners, employees and agents against all actions, claims and demands (including the costs of defending or settling any action, claim or demand), which may be instituted against us arising out of failure by you or by any person using your Login Information (whether or not you have authorised that person to use your Login Information) to comply with these Terms.

## **8. Cookies**

We use cookies to enhance and simplify your visit to our Website. They are not used to store your personal information or supply your details to third parties.

## **9. Linked Sites**

Our Website may contain links to other websites (Linked Sites). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy policies associated with Linked Sites.

#### **10. Apple App Store additional license terms**

These Terms are in addition to all other terms and will apply if any software is provided to you through the Apple Inc (“Apple”) App Store. These additional terms are solely between you and us, and not with Apple.

You acknowledge that Apple has no obligation to furnish any maintenance or support services to you in connection with the app. In the event of any failure of the app to conform to the limited warranty in these terms you may notify Apple and Apple will refund the purchase price (if any) for the app.

Except for the foregoing, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app. Any claim in connection with the app related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by these terms, and Apple is not responsible for such claims.

You must comply with the Apple App Store terms of service, including the usage rules.

The licence to the app is a non-transferable license to use the app only on an Apple device that you own or control. You represent that you are not located in any U.S. embargoed countries or on the U.S. Treasury Department’s list of Specially Designated National or the U.S. Department of Commerce Denied Person’s list or Entity List.

Apple is a third-party beneficiary to these Terms and may enforce these Terms against you. All other terms in these Terms apply to you use of the app.

#### **11. Android market additional license terms**

These terms are in addition to all other Terms and will apply if any software is provided to you through the Google Play Android Market (“Google”). These terms are solely between you and us, and not with Google.

You acknowledge that Google has no obligation to furnish any maintenance or support services to you in connection with the app.

Any claim in connection with the app related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or

similar legislation or intellectual property infringement are governed by these terms, and Apple is not responsible for such claims.

You must comply with the Google Play terms of service, including any usage rules.

#### **12. Privacy Policy**

We undertake to comply with the terms of our privacy policy which is accessible at <https://www.abernethyowens.com.au/data/PrivacyPolicy2019.pdf>

#### **13. Security of Information**

There can be no guarantee that transmission of information over the internet is totally secure. We do not warrant and cannot ensure the security of any information which you transmit to us. Any information which you transmit to us is transmitted at your own risk.

#### **14. Governing Law**

These Terms are governed by the laws of Western Australia. You agree to submit to the exclusive jurisdiction of the Courts of Western Australia.