



Web Site Terms and Conditions – Focusing on Browsing Only

These terms and conditions apply to the use of this web site. In using this web site, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the web site.

Terminology

In these terms and conditions, the expressions “we”, “us” and “our” are a reference to Ovidium Enterprises Pty Ltd.

Amendments to Terms and Conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this web site. Your continued use of the web site following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

Disclaimer

We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this web site or any linked web site, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this web site.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

Exception to Disclaimer

This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Specific Warnings

You must ensure that your access to this web site is not illegal or prohibited by laws which apply to you.

You must take your own precautions to ensure that the process which you employ for accessing this web site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this web site or any linked web site.

Whilst we have no reason to believe that any information contained on this web site is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this web site updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this web site.

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- commercialise any information, products or services obtained from any part of this web site;

without our written permission.

Trade Marks

Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trade mark.

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- in or as the whole or part of your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services (including this web site).

Restricted Use

Unless we agree otherwise in writing, you are provided with access to this web site only for your personal use. You are authorised to print a copy of any information contained on this web site for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this web site.

Linked Web Sites

This web site may contain links to other web sites ("linked web sites"). Those links are provided for convenience only and may not remain current or be maintained.

We are responsible for the content or privacy practices associated with linked web sites.

Our links with linked web sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked web sites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary.

Privacy Policy

We undertake to comply with the terms of our privacy policy (see below).

Security of Information

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Termination of Access

Access to this web site may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Governing Law

These terms and conditions are governed by the laws in force in New South Wales.

To Return to the Web Site

To return to the web site, click where indicated. By doing so, you acknowledge that you have read, understood and accept the above terms of use.

Privacy Policy

We may collect web site visitors' contact information (like their e-mail addresses). Unless you object, this information may be used:

- to send news, information about our activities and general promotional material which we believe may be useful to you;
- to monitor who is accessing the web site or using services offered on the web site; and
- to profile the type of people accessing the web site.

If you do not wish to have your personal information used in this manner or for any other specific purpose, you can e-mail us accordingly.

We utilise "cookies" which enable us to monitor traffic patterns and to serve you more efficiently if you revisit the site. A cookie does not identify you personally but it does identify your computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.

We will not sell or otherwise provide your personal information to a third party, or make any other use of your personal information, for any purpose which is not incidental to your use of this web site. For the removal of doubt, personal information will not be used for any purpose which a reasonable person in your position would not expect.

If you request us not to use personal information in a particular manner or at all, we will adopt all reasonable measures to observe your request but we may still use or disclose that information if:

- we subsequently notify you of the intended use or disclosure and you do not object to that use or disclosure;

- we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security in the performance of their functions; or
- we are required by law to disclose the information.

We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so.

Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

Personal information which we collect may be aggregated for analysis but in such circumstances we would ensure that individuals would remain anonymous.

All personal information which we collect (including your contact details and, if relevant, credit card details) is kept confidential to the best of our ability. You will appreciate, however, that we cannot guarantee the security of transmission.

We consider it is the responsibility of parents to monitor their children's use of our web site. Nevertheless it is our policy not to require personal information from persons known to be under the age of 18 years or offer to send any promotional material to persons in that category.

You are entitled to have access to any personal information relating to you which you have previously supplied to us over this web site. You are entitled to edit or delete such information unless we are required by law to retain it.

If you wish to comment on or query our privacy policy, or if you wish to make an inquiry regarding any personal information relating to you which may be in our possession, contact us on [WEB DESIGNER TO INSERT EMAIL ADDRESS].