

# Website Terms of use

## **1. About this website**

Website Owner = Obvious Choice Pty Ltd (ABN 80 137 166 388) (“ Obvious Choice ”) Domain name = <http://www.obviouschoice.com.au> the “website”

## **2. About these terms of use**

These website terms of use (“terms of use”) and the associated Privacy Statement (“privacy policy”) govern your access to and use of the website. You should read these terms of use and the privacy policy carefully before using this website.

## **3. Your access/use implies agreement**

The website is available for your use only on condition that you agree to these terms of use. By accessing/using the website, you are signifying that you agree to be bound by these terms.

## **4. Modifications to the Terms**

Obvious Choice may revise and update these terms of use at any time. Your continued usage of the website after any changes to these terms of use will mean you accept those changes.

## **5. Modifications to the information**

Obvious Choice does not warrant the accuracy, adequacy or completeness of material on this website. All information may be changed, supplemented, deleted or updated without notice at the sole discretion of Obvious Choice.

## **6. Errors and problems**

Obvious Choice does not guarantee that the website will be free from viruses, or that access to the website will be uninterrupted.

## **7. License and Ownership**

The copyright for the content on this website is owned or licensed by Obvious Choice and is protected under the *Copyright Act 1968 (Cth)* and by other copyright laws in both Australia and other countries. No material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of Obvious Choice.

All custom graphics, icons, and other items that appear on the website and all associated trademarks, are trademarks of Obvious Choice.

## **8. Obvious Choice Privacy Policy**

The Obvious Choice privacy policy governs the use of information collected from or provided by you at the website. A policy statement prepared by Obvious Choice for the purposes of being made available to customers and the general public declaring the company's commitment to the *Privacy Act 1988 (Cth)* (hereinafter the "Privacy Act") for a company required to comply is available at [http://www.obviouschoice.com.au/obvious\\_choice\\_privacy\\_policy.pdf](http://www.obviouschoice.com.au/obvious_choice_privacy_policy.pdf)

## **9. Feedback, suggestions, comments or requests**

Any feedback, suggestions, comments or requests ("comments") may be made to [info@obviouschoice.com.au](mailto:info@obviouschoice.com.au) and if you do make comments, you acknowledge that: they will not be considered confidential or proprietary, and Obvious Choice is under no obligation to keep such information confidential, and Obvious Choice will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such comments in any manner it chooses.

## **9. Outbound links**

The website may contain links to third-party websites and resources ("linked sites"). These linked sites are provided solely as a convenience to you and not as an endorsement by Obvious Choice. Obvious Choice makes no representations or warranties regarding the availability, correctness, accuracy, performance or quality of the linked site or any content, software, service or application found at any linked site.

## **10. Inbound links**

Obvious Choice generally encourages and agrees to your linking to the Home page through a plain text link on your website without the need for agreement between yourself and Obvious Choice..

## **11. Jurisdiction**

The Australian section is provided for use only by Australian residents. The law applicable to use of the Australian section and to disputes arising out of the Australian section is the law of the State of South Australia . The International Section is provided for use by residents of any country in the world but, to the fullest extent permitted by law, the law applicable to use of the International Section and to disputes arising out of the International Section is the laws of the State of South Australia .

## **12. Disclaimer of Warranties**

Obvious Choice makes no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or services provided by the website and disclaims all warranties, either express or implied, statutory or otherwise, including but not

limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

### **13. Limitation of Liability**

If Obvious Choice is found responsible for any damages, Obvious Choice is responsible for actual damages only. In no event shall Obvious Choice, be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website.

### **14. General Conditions of Sale**

The following *Conditions of Sale* shall apply to any service sold on this website. These *Conditions of Sale* constitute a complete and exclusive statement of the agreement and understanding between you and Obvious Choice with respect to the subject matter hereof.

a. The services available on the website for sale under these *Conditions of Sale* are only available for sale to organisations and individuals who can make legally binding contracts. The services are not available to persons under the age of 18 years nor any other person legally prohibited from entering into a binding contract. By placing your order you are verifying to the Obvious Choice that you are able to make a legally binding contract.

b. Your order is an offer by you to purchase a particular service for the price (including taxes) specified on the website at the time of offer and shall be understood to be placed under these *Conditions of Sale*.

c. These *Conditions of Sale* may change from time to time and you are required within reason to revisit these before placing your order to ensure that these *Conditions of Sale* have not changed.

d. Obvious Choice reserves the right to accept or reject your offer for any reason, including, without limitation, an error in the service description or the price posted on the website, the availability of the service, or an error in your order. Your contract with Obvious Choice only comes into existence when Obvious Choice forwards you an email containing confirmation of receipt of your order, an acceptance of your order, confirmation of receipt of your payment and details of likely provision of services.

e. This contract shall be governed by and construed in accordance with the law in effect in the State of South Australia and by entering into contract both parties are accepting the jurisdiction of the courts of the State of South Australia in relation to any dispute between them.

f. Obvious Choice shall not be responsible for non-delivery or delay in delivery of any services caused by *force majeure* and you and Obvious Choice shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented

by *force majeure*. If your need for the services is reduced or suspended as a result of *force majeure*, and notification is within reasonable time of acceptance of the Order and prior to transfer of ownership, you shall be entitled to terminate the agreement. For the purpose of this commitment *force majeure* shall include but is not limited to natural disasters, civil disasters, political event, change of legal / political environment, business disruption, accidents, earthquake, flood, hurricane or typhoon, tornado, tsunami, volcanic eruption, wildfire/bushfire, landslide or avalanche, fire, flood, storm, earthquake, terrorist acts, revolt, war, financial markets disturbances, changes of regime or tax or regulatory authority, energy failure, external telecommunications failure, and/or failure of transport systems.

g. You assume all risks and liabilities for consequences arising from the use of the services whether singly or in combination with other services and indemnify Obvious Choice in respect of any such use.

h. Nothing in these *Conditions of Sale* is intended to exclude, restrict or modify any statutory obligation of Obvious Choice.

i. All software license(s) purchased through Obvious Choice are final and there are no refunds.