

Smarter Drafter – Website Terms of Use: Published 8th July 2024

APPLICATION OF TERMS

1. Welcome to Our Website. This Website is owned and operated by Tensis Group Pty Ltd trading as "Smarter Drafter" (ABN 16 163 715 428) ("Smarter Drafter") who is referred to in these Terms of Use as "We", "Us", "Our" and similar grammatical forms.
2. The Website is available for You to access, conditional on Your acceptance without alteration of the Terms of Use. By accessing and using Our Website, You are agreeing to be bound by these Terms of Use and any amendment to these Terms of Use.
3. We may change these Terms of Use from time to time, without further reference to You and without giving You any explanation or justification for such change.

INFORMATION

4. The information presented in this Website is of a general nature and has been provided for commercial use.
5. The Website might contain statements about products and / or services; the market and the industry; trends and results, which are based on interpretations of current market conditions and Our experiences at the time of publication.
6. We cannot give any representation or warranty, express or implied, as to the accuracy or completeness of the information or that the information will be adequate for Your situation, or will be updated, or that the information can be used or be fit for any particular purpose.
7. Any reference to past or future performance or an outcome is based upon assumptions and contingencies which are subject to change without notice and as such are provided as a general guide and should not be relied upon as an indication or guarantee of a particular result or performance. You should not rely on the information on the Website as advice and should always seek professional advice and consider the appropriateness of the information to Your situation.

PRODUCTS AND / OR SERVICES

8. We offer for sale the products and / or services listed on Our Website. Information contained on this site constitutes an invitation to treat only. No information on this site constitutes an offer by us to supply any Products and/or Services to you. We reserve the right to amend the range and prices of Our products and / or services at any time.
9. Given the nature of Our products and / or services, We do not offer refunds unless required under Australian consumer law. We do not provide refunds for change of mind. If We have commenced supplying the products and / or services and You cancel, we will charge for the balance of your subscription.

10. Any prices and any time line to perform the products and / or service, which might be on the Website, or in a proposal; a quote or other material are estimated only, based upon similar products and / or services that We have provided. The price and time line might be subject to change, if the scope or information changes; if there are any third party delays or changes in the factors that we had based the price or the time to perform the products and / or services.

LINKS TO OTHER WEBSITES

11. This Website might contain information published by third parties which are not under Our control. If third parties publish information on Our Website, We do not assume a duty of care to those third parties, or Users of Our Website.
12. Our Website may contain links to Websites operated by third parties. Such links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on third party linked Websites and have no control over or rights in any third party linked Website.
13. We may remove any material or information, including but not limited to links to other sites, at any time without giving any explanation or justification for removing the material or information.

USE AT YOUR OWN RISK

14. You acknowledge that You access and use this Website and the information contained in it at Your own risk. You must take Your own precautions to ensure that whatever You select from Our Website is free of viruses and will not damage Your computer systems and accept the full cost of any necessary repair, correction and maintenance of Your computer, software or hardware. We are not liable to You or anyone else if interference with or damage to Your computer systems occurs in connection with the use of this Website or a linked site.

ACCEPTABLE USE POLICY

15. You may download material from the Website for Your personal non-commercial use, provided You do not remove any copyright and trade mark notices contained on the material.
16. Unless You obtain Our prior written consent, You are prohibited from:
 - (a) Dealing; copying; reproducing; altering; modifying; re-selling or re-distributing the material; software; layout or code that is on Our Website;
 - (b) Storing any material in any storage media;
 - (c) Re-transmitting the material in any media or medium of communication;
 - (d) Uploading; reposting or providing backlinks to any other site on the Internet;
 - (e) Reframing the material on the Website with other material on any other site.
17. You must not use Our Website in any way that we deem to be inappropriate or unlawful, including but not limited to:
 - (a) Any breach of privacy or any infringement upon the legal rights of any other person;

- (b) Uploading any virus, malware or other malicious software;
 - (c) Posting, commenting or otherwise transmitting any unauthorised material that is or is likely to be defamatory, racist, obscene, threatening, pornographic or otherwise deemed by Us to be unacceptable.
18. You may provide comments, reviews, ratings and feedback in relation to this website. The Company reserves the right to display, refuse to display, remove and/or amend all or any part of your content in its absolute discretion. You:
- (a) Represent and warrant to Us that your sharing of content does not infringe any copyright or other legal right of any other person; and
 - (b) Grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that content in any way in Our absolute discretion.
19. If You are using this Website in a country that is outside of Australia, You are responsible for ensuring that Your access and use of the Website is not illegal or prohibited. We make no representation or warranty that the Website and the content on the Website is appropriate, lawful and available for use in all countries.

UPLOADING INFORMATION

20. You represent and warrant in relation to any material or information You provide to Us via the Website that You are authorised to provide that information and the information is correct; not defamatory or false and does not constitute "passing off" or infringe on the rights of any person; corporation or law.
21. If You upload any material that includes any third party intellectual property rights onto the Website, You are granting Us a perpetual, non-exclusive and payment-free licence throughout the world to reproduce, use and exploit the intellectual property, as part of the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users.

COLLECTION AND USE OF PERSONAL INFORMATION

22. We may gather and process information, such as Your name, address, e-mail address and other personal information, which You provide when using Our Website or which is acquired through the use of "cookies" delivered to Your computer when You access Our Website. By using Our Website. We may disclose Your information to third parties that help deliver Our products and / or services, including to information technology suppliers, communication suppliers, finance providers and Our business partners.
23. We will comply with the Australian Privacy legislation and Our Privacy Policy in respect to Our collection, storage, handling and use of Your personal information. By providing Your personal information to Us, You consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these terms. If You would like any further information about Our Privacy Policy, please contact us or refer to Our Privacy Policy annexed to Our Website.

INTELLECTUAL PROPERTY RIGHTS

24. Our Website and its content, contains intellectual property owned by Us, including trademarks, copyrights and proprietary information.
25. All logos, icons, trade marks, service marks, brand names or service names that identify the owner and operator of this Website and the material on the Website, is Our intellectual property, in which we hold the copyright, unless otherwise stated. You must not modify, publish, transmit, participate in the transfer or sale of, create derivative works from Our material, distribute, display, reproduce or perform, or in any way exploit Our intellectual property, in whole or in part, without Our prior written consent.
26. You acknowledge and agree that the use of his Website, does not transfer or assign any Intellectual Property Rights to You.
27. Any unauthorized use of this Website may violate Our intellectual property rights and could result in criminal or civil penalties.

SUSPENSION AND TERMINATION OF USE

28. Without prejudice to any other right or remedy available to Us, if We consider that You have breached these terms or We otherwise consider it appropriate, We may immediately and without notice, suspend or terminate Your use of the Website without giving any explanation or justification for the termination of access, and We have no liability for any costs, losses or damages of any kind arising as a consequence of terminating Your use of the Website.

LIMIT OF LIABILITY

29. To the maximum extent permitted by law, We and Our related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) and the respective officers, employees, advisors and agents of those entities ("**Representatives**") disclaim all and any guarantees, undertakings and warranties, expressed or implied, and are not responsible or liable for any cost, loss or damage of any kind, whether direct or indirect (including human or computer error, negligence, or actual, incidental or consequential loss or damage) arising out of, or in connection with:
 - (a) Your use of the Website, or download or reliance on any information or material on the Website or acting or failing to act on any information or material on or referred to on the Website or any linked sites.
 - (b) Any errors or omissions or the accuracy, reliability or timeliness or otherwise, of the information or material contained or referred to on the Website or on any linked sites on the Internet or any defamatory, offensive or illegal conduct of any user of the Website.
 - (c) The merchantability or fitness for any particular purpose for any product and / or service referred to on the Website.
 - (d) Any material or information supplied by You in respect to this Website.
 - (e) That the Website, or the server that makes the site available on the Internet is free of software viruses and the functions contained in any software on the Website will operate

uninterrupted or are error-free; and errors and defects in the Website will be corrected.

INDEMNITY

30. You indemnify and keep indemnified Us and Our related bodies corporate and Representatives ("**Those Indemnified**") from and against any loss (including reasonable legal costs and expenses) or liability incurred by Those Indemnified arising from any claim, demand, suit, action or proceeding where such loss or liability arose out of, or is in connection with any breach of these Terms of Use by You.

SEVERABLE TERMS

31. If any part of these Terms of Use are found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Use and the severed part will not affect the validity and enforceability of any remaining provisions.

JURISDICTION

32. These Terms of Use will be governed by and interpreted in accordance with the law of New South Wales, Australia. You agree to the jurisdiction of the courts of New South Wales, Australia to determine any dispute arising out of these Terms of Use.