

## **1 Introduction**

- (a) In using this website you are agreeing to comply with and be bound by; the following Australis M2M Website Terms and Conditions of Use, Australis M2M Privacy Policy, Australis M2M Credit Application and Terms and Conditions of Trade and any other terms and conditions that appear in or are linked to the Australis M2M website (Additional Terms and Conditions).
- (b) The term Australis M2M or Australis M2M Pty Ltd, or "Us" or "We" or "Our" refers to the owner of the website:

Australis M2M Pty Ltd

ABN: 43 626 409 489

- (c) The term "You" or "Your" refers to the user or viewer of our website.

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- (b) Your use of the information or materials on this website is entirely at your own risk, it is your responsibility to enquire with us directly to ensure that any products, services or information available through this website meet your specific requirements.
- (c) Australis M2M does not guarantee that access to the Australis M2M website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the Australis M2M website or any data on such a computer.

## **3 Limitation of liability**

- (a) To the maximum extent permitted by law Australis M2M excludes 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 website content and the use or performance of the Australis M2M website except to the extent that the loss or damage is directly caused by Australis M2M's fraud or wilful misconduct.

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### 5 Submissions

- (a) Any material you send to us on or via the Australis M2M website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

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- (b) You may not create a link to this website from another website or document without Australis M2M's written authorisation.

### 7 Interference

- (a) You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the Australis M2M website.

### 8 Governing Law

- (a) These Terms and Conditions are governed by and construed in accordance with the State of New South Wales, Australia. In the event that a dispute arises from these Website Terms and Conditions of Use, each of Australis M2M and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

### 9 Right to Change

- (a) We reserve the right to update or revise these Website Terms and Conditions of Use at any time without notice. The revised terms will be effective upon posting to the website and by continuing to use the website you agree to be bound by the revised terms.