



Terms and Conditions

This Website

These general Terms and Conditions apply to this Pre-Place website which is owned and managed by Flinders Partners Pty Ltd (**ACN 008 119 640**) as agent for Flinders University (**ABN 65 542 596 200**) (**Flinders**) and located at www.pre-place.com (**Website**). If you access and use this Website you are deemed to have read and agreed to these Terms and Conditions.

The following definitions apply to these Terms and Conditions:

Australian Consumer Law means Schedule 2 of the CCA;

CCA means the *Competition and Consumer Act 2010* (Cth) as amended from time to time;

Content means all of the materials contained in or provided by Flinders on this Website, in any form, and includes but is not limited to text, photographs, videos, computer code, company names and trademarks;

Pre-Place Resources means any products or services of Flinders accessed or used by you through this Website under a Licence Agreement;

Pre-Place, our, we and **us** refers to Flinders, and includes its directors, officers, employees, agents, contractors and successors in title; and

You and **your/s** refers to you (a person), or a company, or any other legal entity accessing or using this Website or its Content and includes your directors, officers, employees, agents, contractors and successors in title.

Flinders may in its sole discretion and at any time add, remove or modify any part of these Terms and Conditions. Please ensure you refer to these Terms and Conditions each time you visit this Website so that you are aware of the most current Terms and Conditions applicable to your access and use at that time. Your continued access and use of this Website is conditional upon your compliance with these Terms and Conditions.

Much of the Content of this Website is available to the public; however the Pre-Place Resources cannot be accessed or used without the prior consent of Flinders, which is provided under a Licence Agreement.

You must not gain, or attempt to gain, unauthorised access to the Pre-Place Resources by any illegitimate or illegal means, including by overcoming, interfering with or disabling any security code or devices of this Website. Such conduct will be referred to the relevant law enforcement authorities.

While your general access or use of this Website is governed by these Terms and Conditions, your acquisition of the Pre-Place Resources will be governed by the Licence Agreement. If there is any inconsistency between these Terms and Conditions and your Licence Agreement, your Licence Agreement will prevail.

Nothing in these Terms and Conditions is intended to amount to legal advice. Please consider these Terms and Conditions and seek legal advice if you have any concerns.

Availability, Operation and Liability

To the extent permitted by law, Flinders does not provide any express warranties in relation to this Website or its Content, including as to their accuracy or completeness.

Flinders may change the functionality or features of this Website or its Content at any time without prior notice to you. Flinders may do this for technical, maintenance or legal reasons.

To the extent permitted by law and except as expressly provided otherwise in these Terms and Conditions, Flinders excludes from these Terms and Conditions:

- (a) all conditions, warranties and terms implied by statute, general law, international convention or custom, except any implied condition or warranty the exclusion of which would contravene any statute, or cause this clause to be void (**Non-excludable Condition**);
- (b) all liability to you in contract for consequential or indirect damages arising out of or in connection with these Terms and Conditions including without limitation, loss of profits and damage suffered as a result of claims by any third party;
- (c) all liability to you for your use of, or your inability to use, this Website or any Content for the intended purpose; and
- (d) all liability to you in negligence for acts or omissions of Flinders arising out of or in connection with these Terms and Conditions.

Flinders liability to you or any third party for any breach of any Non-excludable Condition is limited to (at Flinders' option):

- (a) in respect of goods, repairing or replacing the goods, or refunding any amount paid for the goods; or
- (b) in respect of services, performing the services again or refunding any amount paid for the services.

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Flinders liability under these Terms and Conditions will be reduced to the extent that the loss or damage to you or to any third party was caused or contributed to by any act or omission of yours, or of any third party.

Flinders will not be liable for, and any warranty under these Terms and Conditions will not apply to, any defects in or damage to this Website or any Content arising from any:

- (a) modification or alteration by anyone not expressly authorised by Flinders;
- (b) improper or faulty installation;
- (c) malicious conduct (including hacking, viruses and spyware); and
- (d) misuse, abuse or mishandling, including use other than in accordance with any documentation provided by Flinders.

You agree to indemnify and hold harmless Flinders against all expenses, losses, damages and costs (including legal costs) that Flinders may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of these Terms and Conditions by you including, but not limited to, a breach of a warranty or a breach in respect of which Flinders exercises an express right to terminate these Terms and Conditions;
- (b) any use or misuse of this Website or any Content by you;
- (c) any claim by any person arising out of your use of this Website or any Content; and
- (d) any wilful, unlawful or negligent act or omission by you.

Each indemnity provided by you will be reduced to the extent the relevant liability was caused or contributed to by the wilful, unlawful or negligent acts or omissions of Flinders.

You must effect and maintain adequate insurance that a reasonable and prudent person or company would effect or maintain in the conduct of a business, enterprise or concern such as yours, and which will cover any liability you, Flinders or a third party may incur or suffer in connection with these Terms and Conditions.

Subject to any rights or remedies you may have under the CCA or any other legislation, you expressly acknowledge and agree that:

- (a) you have not relied on any representation made by Flinders which has not been stated expressly in these Terms and Conditions or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by Flinders;
- (b) to the extent Flinders has made any representation which is not otherwise expressly stated in these Terms and Conditions, you acknowledge that you have been provided with an opportunity to independently verify the accuracy of that representation; and
- (c) any advice provided by Flinders with respect to the use of this Website or any Content is given in good faith but on the basis that Flinders assumes no obligation or liability for the advice given or results obtained, and all such advice is given by Flinders and accepted at your risk.

You acknowledge and agree that:

- (a) this Website and any Content is provided "as is" and may have inherent defects, errors or deficiencies;
- (b) where this Website or any Content operates in combination with certain third party applications, products and hardware, it is your responsibility to obtain such applications, products and hardware including all appropriate licences to use such applications, products and hardware;
- (c) Flinders does not warrant that your use of this Website or any Content will be uninterrupted or error free (and the existence of any such errors or interruptions will not be a breach of these Terms and Conditions) or that this Website or any Content will meet your requirements;
- (d) your use of this Website or any Content and any advice, opinions or information supplied by Flinders concerning this Website or any Content is solely at your own risk;
- (e) it is your responsibility to make your own assessment of the suitability of this Website or any Content for your intended purpose; and
- (f) subject to the Website security and confidentiality terms below, you will be solely responsible your use of this Website or any Content , including by conducting such virus scans that may be reasonably required from time to time to ensure that this Website or any Content is free from all known viruses, errors and defects.

Unless otherwise specified or agreed pursuant to a separate written agreement, Flinders will not be obliged to provide training, modifications, updates, new releases or enhancements or otherwise, or to provide any hosting or other services in relation to the use of this Website or any Content by you.

Intellectual Property

This Website and its Content are created by Flinders, or are authored by or on behalf of Flinders, or are owned by or licensed to Flinders. More particularly, any company names or trade marks of Flinders are its exclusive property and must not be used without Flinders' prior written consent.

You must not modify, reproduce, re-publish, transmit, upload or distribute any part of this Website or any of its Content, or create derivative works from any part of them, without the prior written consent of Flinders, except where you are expressly permitted to do so under law or by a written agreement you have with Flinders.

Website Security and Confidentiality

If you upload confidential or commercially sensitive information onto this Website, we will take reasonable commercial steps to protect your information from public disclosure. To assist us to protect your information, please check your browser settings to ensure the information you send to us is encrypted.

Your access and use of the Pre-Place Resources will require you to obtain a download key from Flinders. You are responsible for keeping this information secure and confidential. You may be held responsible for any loss incurred by you or by Flinders as a result of your failure to maintain security or confidentiality over such information.

Privacy Policy

Your privacy is important to us and we are committed to managing your personal information in a responsible way, and in accordance with the *Privacy Act 1988* (Cth) and the National Privacy Principles. This online Privacy Policy explains our Website and other general information practices concerning how we collect, use and disclose your personal information.

Personal information is information which can be used to identify you. Personal information includes, for example, your name, address, telephone number and email address. We do not ordinarily collect information which may identify you personally unless you deliberately choose to provide this information to us, or it is provided to us with your consent. You may, for example, choose to purchase Pre-Place Resources. In which case, you will provide to us, and we will collect, your name and email address. Equally, you may wish to correspond with us in relation to the Pre-Place Resources, or in relation to other goods or services. In which case, we may collect and store any personal information you provide to us in such circumstances.

If you provide personal information to us or if you authorise someone else to provide it to us, we will use it for the purpose for which it was provided, a purpose set out under this Privacy Policy, a purpose you would reasonably expect, a purpose required or permitted by law, or a purpose otherwise disclosed to you or for which you have consented.

You may, subject to some exceptions, obtain details of any information we have collected about you by contacting Flinders at info@flinderspartners.com. Equally, if you have any concerns about the way your personal information has been managed, please contact Flinders at info@flinderspartners.com.

We will give you details of any personal information we have collected about you except where the National Privacy Principles allow us to refuse access. This may occur if the disclosure will unreasonably affect the privacy of others, relates to legal proceedings concerning you, would disclose commercially-sensitive information, is prevented by law, or would prejudice certain investigations.

We may use and/or disclose any personal information we have collected about you for assessing and processing your requests to access, use or purchase the Pre-Place Resources or other goods or services, establishing, providing or administering any facility (including a payment facility), executing your instructions, complying with legislative or regulatory requirements, system development and testing, monitoring the quality of our facilities to you, conducting market research and customer satisfaction research, and developing internal methods and processes so that we may improve the Website, its Content, the Pre-Place Resources or other goods or services.

We will not otherwise disclose your personal information without your consent unless authorised by law.

As with many interactive websites, this Website uses processes which permit us to validate requests for our goods and services. If you choose to purchase Pre-Place Resources and to provide us with your name and email address then, subject to any payment requirements, we will create and provide you with a download key which will consist of a customer name and password. To download the relevant Pre-Place Resources you will need to access the Website and provide your customer name and password. We will then cross-reference this information against our own records and, if the information matches, we will permit you to download the Pre-Place Resources.

As an incidental part of this download process, we will also collect personal information which may identify you in that we will collect your Internet Protocol (**IP**) address. We will also record the date and time you entered the Website, and downloaded the Pre-Place Resources.

We take reasonable steps to maintain your personal information so that it is accurate and current. Please, therefore, let us know if your personal information changes.

We maintain procedures to protect your personal information and we will take all reasonable commercial steps to prevent misuse, loss, or unauthorised access to your personal information. We will also take reasonable steps to destroy your personal information, or de-identify it, if it is no longer required by us or by law.

Flinders reserves the right to change this Privacy Policy from time to time.

Links

The Website may contain links to other websites. We do not monitor or review the content of any website which is linked to or from this Website. The opinions expressed or the material appearing in such websites are not shared or endorsed by us and, as Flinders does not exercise any control of these websites, Flinders does not intend to be regarded as the publisher or distributor of any such opinions or material. Flinders is also not responsible in any way for the content of these linked websites.

You must not create any links to any page of this Website without Flinders' prior written consent. If you create such a link, you do so entirely at your own risk.

Governing Law

You agree that any matter relating to your access to or use of this Website or any Content, including any dispute, will be governed by the laws of South Australia and that the courts of South Australia or the Federal Court of Australia (Adelaide Registry) will have exclusive jurisdiction in connection with any matter under or connected to these Terms and Conditions, without regard to any conflicts of laws rules.

Notwithstanding the above, the operation of the *United Nations Convention on Contracts for the International Sale of Goods* adopted at Vienna, Austria on 10 April 1980 is excluded from these Terms and Conditions.