

RELYHQ

Website Terms and Conditions

Last updated 14 July 2021

Thank you for visiting our website, which is owned and operated by RELYHQ Pty Ltd (ABN 30 638 461 373).

These Terms (together with the documents referred to in them) tell you the terms of use on which you may use our website <https://www.relyhq.com/> (**our website**). By visiting, accessing, browsing and/or using our website you accept these Terms and Conditions and agree to comply with them.

These Terms should be read together with our Privacy Policy (available at <https://www.relyhq.com/>) and any location specific legal notice. Please review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means RELYHQ Pty Ltd.

1. Changes to these terms

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

2. Accuracy, completeness and timeliness of information

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely.

We may update our website from time to time, and may change the content at any time. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our website, or any content on it, will be free from errors or omissions and are not liable to you or anyone else if errors occur in the information on the website or if that information is not accurate, complete or up-to-date.

3. Accessing our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

4. Viruses

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our website.

You should take your own precautions, including using your own virus protection software, to ensure that whatever you select for your use from our website is free of viruses or anything else that may interfere with or damage the operations of your computer systems.

You also must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, your right to use our website will cease immediately.

5. Linked sites

Our website may contain links to websites operated by third parties. Those 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 those linked websites and have no control over or rights in those linked websites.

6. Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

7. Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

8. Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

9. Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

10. Customers

For the avoidance of doubt, these Terms apply when visiting, browsing, accessing or otherwise using our website.

Any person who signs up or purchases any of our services (i.e. programs, subscriptions or packages) through our website or otherwise (**Customer**), will also be bound by our Terms of Business which will be provided to the Customer directly along with a Proposal for our services.

11. Jurisdiction and Governing Law

Your use of the website and these Terms are governed by the law of Queensland, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, Australia.