

TERMS AND CONDITIONS

El Australia Pty Ltd (ACN 611 588 660)

A General

1 Use of this website and any services connected with the website are subject to these Terms and Conditions ("Terms") and the Privacy Policy. If you do not agree with the Terms or the Privacy Policy you may not use this website and any services connected with it.

2 In these Terms "we", "us" and "our" is a reference to El Australia Pty Ltd (ACN 611 588 660).

3 We reserve the right to update or amend these Terms from time to time without notice to you. By using this site and any services connected with it you agree to the terms as updated or amended.

4 Information on this website is by way of general information about the services offered by us. We reserve the right to refuse service to anyone for any reason at any time.

5 We comply with the Australian Consumer Law.

B Use of website

6 You must not do any act which is deemed, in our absolute discretion, unlawful or which is prohibited by any laws including:

- (a) Any act which would constitute a breach of the Privacy Policy;
- (b) Misuse of our intellectual property;
- (c) Defaming or libelling us, our employees or other individuals;
- (d) Uploading files which contain viruses that may cause damage to us; and
- (e) Posting or transmitting to this website any non-authorized material including material that is, in our opinion, likely to cause annoyance or which is defamatory, racist, obscene, threatening, pornographic or which is otherwise detrimental to or in violation of our systems or network security.

C Intellectual Property and use of website

7 We are the owner, or licence holder, of all intellectual property rights in the website including graphics, images layout and text.

- 8 You are provided a limited licence to access, download and print content from the website solely for personal use. Content may not be reproduced, modified, redistributed or otherwise dealt with for any reason without our express written permission.
- 9 You must not:
- (a) link to our website without prior permission.
 - (b) use the site for any unlawful purpose or in a way which infringes the rights of another person or restricts or inhibits another user's use and enjoyment of the site.
 - (c) use the site in a way that interrupts, damages, impairs or renders the service less efficient.
 - (d) use data mining, scraping or extraction tools on the website.
 - (e) metatag or mirror our site.
 - (f) authorise encourage or assist any other person to copy, modify, reverse engineer, decompile, disassemble, alter or interfere with any software (including source code), databases and other technology provided through the site.
 - (g) misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or harmful.
- 10 We will not be responsible for any loss or damage cause by reason of viruses introduced to our site and/or by reason of hacking of our site.

D Disclaimers, limitations and exclusions

- 11 By using this website, you expressly agree that the site is provided on an “as is” and “as available” basis.
- 12 Information appearing on this website or in respect of any products is provided by us as general information and is not in the nature of advice.
- 13 Your use of information on the website and any products is entirely at your own risk and we shall not be liable for any loss or damage allegedly suffered as a result of using the website.
- 14 We provide no guarantees, conditions or warranties as to the accuracy of any content appearing on, or accessible through, the website. Further, any content appearing on the site is not in the nature of professional advice and should not be relied upon.
- 15 We make no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this

site. To the full extent permissible by applicable law we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

- 16 We make no representation or warranty that any product or service you may choose through this website will meet your needs.
- 17 Although we take care to ensure that any information/material you provide to us is safe, we do not warrant the security of such information.
- 18 We accept no liability for any damage to your computer system arising from use of this site and any services connected with it.
- 19 We may provide advertising or links to other websites. You agree that:
- (a) we are not responsible for the content of third parties whether appearing on this site or accessible through this site.
 - (b) we are not a party to any transactions entered into between you and any third parties as a result of using this site.
 - (c) you will not involve us in any dispute you may have with third parties whom you may encounter through the use of this site.
 - (d) we are not liable to you in respect of any loss or damage which you may suffer by engaging with third parties through the use of this site.
- 20 If you are a consumer within the meaning of the *Competition and Consumer Act 2010* (Cmth), we limit all direct and indirect liability, including consequential loss, to the Consumer Guarantees as defined in the *Competition and Consumer Act 2010* (Australia). Where a Consumer Guarantee has been breached we limit our liability to the repayment of any moneys paid by you, the supply of the service again or the cost of providing the service again.

E Indemnity

- 21 By using our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of the website.

F Entire Agreement

- 22 These Terms together with the Privacy Policy constitute the entire agreement between us.

G Jurisdiction

23 These Terms are to be governed by, and construed in accordance with, the laws of New South Wales and you agree to submit to the jurisdiction of New South Wales in the event of a dispute arising.

H Severability

24 If any part of these terms is disallowed or found to be ineffective, the other provisions will continue to apply.

I Waiver

25 Any failure by us to exercise or enforce any right or provision under these terms and conditions shall not constitute a waiver of such right or provision unless acknowledged in writing by us.

J Notices

26 Any notice, pursuant to or arising from these terms, which you intend to provide us must be delivered to the following address:

EI Australia Pty Ltd (ACN 611 588 660)

Suite 6.01, 55 Miller St

Pymont, NSW, 2009

service@eiaustralia.com.au

27 Any notice, pursuant to or arising from these terms, provide by us to you will be delivered to your last known physical address or last known email address.
