



Terms and Conditions

1. Introduction

Situ Systems Pty Ltd ACN 165 691 243 (us, we, our) owns and operates the website www.situsystems.com (Website). You (you) are a visitor to the Website.

The terms and conditions which govern your use of the Website include these terms and conditions of use (Terms and Conditions), our [Privacy Policy](#) and any other terms and conditions that appear in or are linked to the Website (Additional Terms and Conditions). For the avoidance of doubt, the Additional Terms and Conditions include our Services Agreement entered into between you and us if you wish to purchase our software and services from us.

If you do not agree to these Terms and Conditions, do not use the Website.

The Additional Terms and Conditions that appear on the Website will govern your use of, and access to, certain sections of the Website where they appear.

Since these Additional Terms and Conditions form part of the terms of use of the Website, you are bound by them and should review them wherever they are relevant to you when using the Website.

If there is a conflict between these Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions apply to the extent of any such inconsistency.

We reserve the right, at our sole discretion, to change, modify, add to or remove portions of these Terms and Conditions at any time. It is your responsibility to check these Terms and Conditions from time to time for any changes. Your continued use of the Website following the posting of any changes to the Terms and Conditions will be taken as your acceptance of the changes to the Terms and Conditions.

2. Website content and access

While we endeavour to take reasonable care in preparing and maintaining the information on the Website, we do not warrant the accuracy, reliability, adequacy or completeness of any of the content appearing on the Website. You acknowledge and accept that the Website content may include technical inaccuracies and typographical errors. The Website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010 (Cth), we disclaim all liability for loss directly or indirectly arising from your use of or reliance on the Website and/or the Website's content.

We do not guarantee that access to the Website will be uninterrupted or that the Website is free from errors, viruses or anything else which may damage any computer, tablet, phone or other device which accesses the Website or any data on such a computer, tablet, phone or other device.

3. Your use of the Website

You must not use any deep-link, page-scrape, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Website or any content appearing on it. We reserve the right to bar any such activity.

You must not attempt to gain unauthorised access to any portion or feature of the Website, or to any of the services offered on or through the Website by hacking, password mining or any other illegitimate means.

You must not probe, scan or test the vulnerability of the Website, nor breach the security or authentication measures on the Website. You must not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

You may not use the Website or any content on the Website for any purpose that is unlawful or prohibited by these Terms and Conditions, or to solicit the performance of any illegal activity which infringes the rights of us or others.

You must not, or must not attempt to, change, add to, remove, deface, hack or otherwise interfere with the Website or any material or content displayed on the Website.

4. Violation of these Terms and Conditions

We may disclose any information we hold about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of the Website, including our clients. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Website and/or block your future access to the Website if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the Website. You also agree that any violation by you of these Terms and Conditions may cause irreparable harm to us, for which monetary damages would be inadequate, and you consent to us obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Website, for any reason we deem necessary.

If we take any legal action against you as a result of your actual or anticipated violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay, all reasonable legal fees and costs of such action, in addition to any other relief granted to us. You agree that we will not be liable to you or to any third party for termination of your access to the Website as a result of any violation of these Terms and Conditions.

5. Limitation of liability

To the maximum extent permitted by law, we exclude 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 Website except to the extent that the loss or damage is directly caused by our fraud or wilful misconduct.

For the purposes of this clause 5, Consequential Loss includes any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Where the law (including without limitation the Competition and Consumer Act 2010 (Cth)) implies a warranty or guarantee into these Terms and Conditions which may not lawfully be excluded, then provided it is fair and reasonable to do so, our liability for breach of such a warranty or guarantee shall be limited at our option, to any one or more of the following:

(a) in the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and

(b) in the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

6. Indemnity

You agree to indemnify and hold us, our officers, directors, employees, subsidiaries, shareholders, contractors and agents harmless from any demands, loss, liability, claims or expenses (including legal fees), made against us by any third party due to or arising out of or in connection with your use of the Website or any breach of these Terms and Conditions by you.

7. Intellectual property

The materials displayed on the Website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of us and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of us.

Save for the above, and unless expressly granted, we do not grant any licence or right in, or assign all or part of, our intellectual property rights in the content or applications incorporated into the Website or in the user interface of the Website.

8. Submissions

Any material you send to us on or via the 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.

9. Third party websites

The Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, we do not control, endorse, sponsor or approve any such third party websites or their content nor do we provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content. Such linked websites are not under our control. You will need to make your own independent judgment regarding your interaction with such linked websites.

10. Links to the Website

If you wish to establish a link to the Website, you must first seek approval from us in writing. To seek approval, please contact us by emailing hello@situsystems.com. The following information will be required for us to assess your request:

1. the URL of the website that you seek to establish a link from;
2. a brief description of your website; and
3. the reason that you wish to establish a link to the Website.

If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact us and provide a new description of your website. We may withdraw our agreement to your proposed link to the Website at any point in time, in our sole discretion.

9. Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Queensland, Australia. In the event that a dispute arises from these Terms and Conditions, each of us and you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.