

## ImproveMe.com.au Pty Ltd Terms of Use

These Terms of Use ('**Terms**') govern your access to and use of the website located at [www.improveme.com.au](http://www.improveme.com.au) and all its applicable domains or sub-domains (the '**Site**'), and the services offered thereon (collectively, the '**Services**').

The Terms form a binding contractual agreement between you and ImproveMe.com.au Pty Ltd (ACN 607 094 762) ('**We**', '**Us**' or '**Our**'). For that reason, these Terms are important and you should read them carefully and contact Us with any questions before you access and use the Services. You can contact Us at [admin@improveme.com.au](mailto:admin@improveme.com.au).

**By using the Services, You acknowledge You have read, understood and agree to be bound by these Terms.**

### 1. Use of Services

#### 1.1. Eligibility

- a) To use the Services, you must be over eighteen (18) years old.

#### 1.2. Accessing the Services from overseas

- a) The Services may be accessed from Australia and certain countries outside Australia. However, We do not guarantee the Services comply with the laws of overseas countries.
- b) Should you access the Services from a country other than Australia, you do so at your own risk and you understand that it is your responsibility to ensure that your access and use of the Services comply with the laws of your country of access.

### 2. Licence to use

- 2.1. We grant you a non-exclusive, worldwide, non-transferable licence to use the Services in accordance with the Terms.
- 2.2. We may present information and content, including, but not limited to, articles, opinions, information and commentary (collectively, '**Materials**'), in addition to content generated by users of the Site ('**User Generated Content**'). The Services may also include materials owned by third parties and made available through the Site by virtue of a licence, grant or some other form of agreement between a third party and Us.
- 2.3. To the fullest extent permitted by law, We are not responsible for inaccurate information provided through the Site and make no representation as to the accuracy, reliability, timeliness or completeness of the Materials.
- 2.4. We do not endorse or have any control over any User Generated Content and We accept no responsibility whatsoever in connection with or arising from any User Generated Content. We do not necessarily review User Generated Content submitted through the Site prior to posting.

### 3. Prohibited Use

- 3.1. You must not use the Services or any Materials for any purpose unless expressly permitted by the Terms.

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- 3.2. Reproduction, modification, distribution, transmission, re-publication, display or performance of the Materials is strictly prohibited.
- 3.3. You must not add any content to the Site:
  - a) unless in accordance with the Terms;
  - b) unless you hold all necessary rights, licences and consents to do so;
  - c) that would cause you or Us to breach any law, regulation, rule, code or other legal obligation;
  - d) that is or that We in Our reasonable opinion consider to be inappropriate, defamatory, offensive, abusive, indecent, illegal and/or disparaging;
  - e) that would bring Us or the Services into disrepute; or
  - f) that infringes the intellectual property or other rights of any third party.

### 4. **Permissible use**

- 4.1. You may access and use the Services (including any incidental copying that occurs as part of that use) and download the Materials from the Site for your personal non-commercial use, on the condition you do not remove any copyright and trade mark notices contained on the Materials.

### 5. **User acknowledgements**

- 5.1. You acknowledge and agree that:
  - a) We reserve the right to change, suspend and discontinue any aspect of the Services at any time;
  - b) We reserve the right, but do not have an obligation, to remove any Materials or User Generated Content, including, without limitation, links to other websites or resources owned and operated by third parties, at any time without notice; and
  - c) We do not endorse, support or lend any credence to any Materials or User Generated Content and reliance on any such information or statements is at your own risk;
  - d) you alone are responsible for any content you add to the Site; and
  - e) the Services will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

### 6. **Intellectual Property Rights**

- 6.1. Unless expressly provided herein, We reserve all intellectual property rights in the Services, including all Materials (excluding User Generated Content and third party materials), applications, features, software and databases and unless otherwise agreed, you must not reverse engineer, decompile or otherwise attempt to extract the computer software and/or source code contained in the Services, and you must not copy the layout of the Site.



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- 6.2. Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and Us, We own all intellectual property rights in the Services.
- 6.3. Unless We provide Our prior written consent, the Materials are for personal use only and may not be:
  - a) re-sold and/or re-distributed in any material form;
  - b) stored in any storage media; and/or
  - c) re-transmitted in any media.
- 6.4. All trademarks, trade names and logos used in relation to the Services are owned by Us. You must not use, reproduce, copy, republish, upload, transmit, post or modify any trademarks in connection with the Services in any way without Our prior written consent.
- 6.5. By posting or adding any content onto the Site (including, without limitation, comments, feedback, ideas or suggestions posted by you through the Site), you grant Us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit Us to authorise any other person to do the same thing.
- 6.6. You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 6.7. The licence in clause 6.5 will survive any termination of these Terms.
- 6.8. You represent and warrant to Us that you have all necessary rights to grant the licences and consents set out in clauses 6.5 and 6.6.

### 7. **Links to other websites**

- 7.1. You understand that by using the Services, you may be exposed or directed to links to other websites or resources owned and operated by third parties, which are not under Our Control.
- 7.2. Any links are provided as a convenience to you and the existence of a link to other sites does not imply an endorsement by Us of the linked Site.
- 7.3. We are not responsible for the content or material contained on any linked websites or resources.

### 8. **Privacy**

- 8.1. Personal information (including, without limitation, any information which can identify you, such as your contact details) which you provide to Us for the purposes of using the Services, will be collected, used and disclosed by Us in accordance with Our Privacy Policy.



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- 8.2. Our Privacy Policy contains information about the ways in which We collect, handle and use your personal information. You can view Our Privacy Policy at [improveme.com.au](http://improveme.com.au).

### 9. Security of Information

- 9.1. We will take all reasonable steps to implement, maintain and enforce security procedures and safeguards to protect the security, confidentiality and integrity of your Personal Information and any content posted by you in using the Services from unauthorised access or use by a third party or misuse, damage or destruction by any person.
- 9.2. Notwithstanding clause 9.1, We do not warrant and cannot ensure the security of any information which you may provide to Us. Accordingly, any information you provide to Us is provided at your own risk.
- 9.3. We recommend you protect your computer system from potential hazards by firewalls, anti-virus software and any other such security applications.

### 10. Disclaimer

- 10.1. We are not in the business of providing legal, vocational, financial or any other professional advice. Accordingly, the Services and Materials are for your general use and general information only. The Services and Materials are not intended to replace legal, vocational, financial or any other professional advice.
- 10.2. The Services and Materials are provided to you on an 'as is' and 'as available' basis without guarantees, warranties or representations of any kind, whether express or implied, including, without limitation, warranties as to merchantability, acceptable quality and fitness for any purpose, which, to the fullest extent permitted by law, We hereby expressly disclaim. For the avoidance of doubt, we make no guarantee as to the availability, terms and/or conditions of employment with any entity or within any industry.
- 10.3. You understand and expressly agree that your use of the Services, and use of and access to Materials and User Generated Content, is at your own discretion and risk.
- 10.4. We do not warrant that the Services will be available without interruption or will be error-free, nor do We warrant that the same is free from viruses, bugs and the like that may interfere with the normal operations of your systems.
- 10.5. To the extent that any applicable law does not permit the disclaimer of warranties, the Services are warranted only to the minimum amount legally required.

### 11. Exclusions and Limitation of Liability

- 11.1. We are not liable to You for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services and Materials (including User Generated Content), except to the extent that such liability may not be lawfully excluded and subject to clause 11.4.



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- 11.2. Notwithstanding the generality of clause 11.1, We expressly exclude liability for special, indirect or consequential damages, which damages will be deemed to include loss of data, loss of or claim for, revenue, profits, actual or potential business opportunities or anticipated savings or profit.
- 11.3. Subject to clause 11.4, in the event that any exclusion or other provision contained herein is held to be invalid for any reason and We become liable for loss or damage that could otherwise have been limited, such liability will be limited to the fee paid by you to use the Services.
- 11.4. The limitation expressed in clause 11.1 does not apply to Our liability for loss suffered or incurred by you in respect of:
  - a) fraud or other unlawful acts;
  - b) breach of intellectual property rights; or
  - c) liability that cannot be limited or excluded by law, including under the Australian Consumer Law.

## 12. Indemnity

- 12.1. You agree to indemnify and keep Us indemnified against all losses, damages, liabilities, claims and expenses (including legal costs) incurred by Us arising out of or in connection with:
  - a) your breach of these Terms; and/or
  - b) your use or reliance on the Materials (including User Generated Content),except to the extent that any such cost, damage, expense, loss or liability is caused by acts or omissions on Our part.
- 12.2. We reserve the right to assume exclusive control of any matter for which you are required to indemnify Us and you agree to provide assistance at your expense for the purposes of defending and managing all such claims as is reasonably requested by Us.

## 13. Termination

- 13.1. Termination
  - a) We reserve the right to terminate Your access to all or any part of the Services, including Materials and User Generated Content, at any time without notice.
- 13.2. Accrued rights
  - a) Termination does not affect any the accrued rights or liabilities of either Us or you.

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### 13.3. Survival

- a) All terms that by their nature could reasonable be construed as being intended to survive, continue to apply beyond termination of your access and will continue to apply.

## 14. Consumer Guarantees

- 14.1. The Australian Consumer Law may imply warranties or conditions, or impose obligations upon Us that cannot be excluded, restricted or modified.
- 14.2. Nothing in these Terms is intended to exclude, restrict or modify or have the effect of excluding, restricting or modifying any rights you may have under the Australian Consumer Law.

## 15. General

- 15.1. Contacting Us or making a complaint  
If you wish to contact Us or make a complaint, please email us at [admin@ImproveMe.com.au](mailto:admin@ImproveMe.com.au).
- 15.2. Variation
  - a) We may, at any time and at Our sole discretion, amend, modify or otherwise alter the terms of this Agreement.
  - b) Any amendments, modifications or alterations to the Terms shall become effective upon the amendment, modification or alteration of the Terms.
  - c) Your continued use of the Services following the posting of amendments, modifications or alterations constitutes your acceptance of the revised terms. It is your responsibility to regularly check the Terms to ensure you are aware of any amendments, modifications and/or alterations made thereto.
- 15.3. Severability
  - a) Should any part of this Agreement be or become invalid, that part shall be severed from this Agreement. Such invalidity shall not affect the invalidity of the remaining provisions of the Agreement.
- 15.4. Jurisdiction
  - a) These Terms are governed by and to be construed in accordance with the laws of Victoria, Australia.
  - b) You agree that any dispute between Us and you about any matter arising out of or in connection with this Agreement will exclusively be heard by the courts of Victoria, Australia and/or the Federal Court of Australia sitting in Victoria, Australia.

Terms of Use last updated on 22 May 2017