

# Intraversed Pty Ltd

## Website Terms of Use

18 May, 2020

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

### **Terminology**

The following terminology applies to these Terms and Conditions:

"Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.

"The Company", "Ourselves", "We" and "Us", refers to our Company.

"Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Australian Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

### **Privacy Statement**

We are committed to protecting your privacy.

Authorised employees within our company use information collected from individual Clients on a need to know basis only. We constantly review our systems and data to ensure the best possible service to our Clients.

There are specific offences based on unauthorised actions against our computer systems and data by our employees or members of the public, within the borders of Australian and Internationally. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

### **Confidentiality**

Any information concerning the Client and their respective Client Records may be passed to third parties, as outlined in our Privacy Policy. However, Client records are regarded as confidential and therefore will only be divulged to any third party in accordance with Australian privacy law and in compliance with the GDPR, other than our employees and where we are legally required to do so, to the appropriate authorities.

Individuals and clients have the right to request sight of, and copies of, any and all records pertaining to that individual or client that we keep, on the proviso that we are given reasonable notice of such a request.

Individuals and clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue individuals who engage with us or client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by Intraversed or Intralign will only be in connection with the provision of agreed services and products or by prior consent from the data subject (for example, our monthly emails).

## **Disclaimer**

### **Exclusions and Limitations**

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, Intraversed:

- excludes all representations and warranties relating to this website and its contents or which is, or may be provided by, any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of, or in connection with, your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised Intraversed of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

Intraversed does not, however, exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## **Availability**

Unless otherwise stated, You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of Intraversed. Intraversed does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided with that intention, to the best of our ability. By using this service you thereby indemnify Intraversed, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

## **Log Files**

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting

usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

### **Cookies**

Like most interactive web sites Intraversed's websites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners or third parties whose services we use, may also use cookies. For specific information about what cookies we use, for what purpose and how to disable them, please see our Privacy Cookie Policy.

Our Privacy Cookie Policies are:

[https://intraversed.com.au/PDF/Intraversed\\_Privacy\\_Cookie\\_Policy\\_2020-05.pdf](https://intraversed.com.au/PDF/Intraversed_Privacy_Cookie_Policy_2020-05.pdf)

### **Links to this website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

### **Links from this website**

We do not monitor or review the content of other party's websites to which we link from our websites. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material.

Please be aware that we are not responsible for the privacy practices, or content, of these sites, nor their use of cookies. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

### **Copyright and Trademark**

Copyright and other relevant intellectual property rights exists on all text relating to Intraversed's services and the full content of our websites.

Intraversed's logo is a registered trademark of Intraversed Pty Ltd. The brand names and specific services of Intraversed, featured on our websites, are trade marked.

## **Communication**

We have a form for contacting us which can be found on our Contact Us page on our website. You can also contact us via email at [dataprotection@intraversed.com.au](mailto:dataprotection@intraversed.com.au). This company is registered in Australia, ABN 71 125 000 866.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party, including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, bushfire or any other natural or man made eventuality outside of our control, which causes the breach of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such an event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement, or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **General**

The laws of Australia govern these terms and conditions.

By accessing this website, and using our services/buying our products, you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access.

If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to, the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply.

Failure of Intraversed to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of Intraversed.

## **Notification of Changes**

Intraversed reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these

terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site, individual's or clients' Personally Identifiable Information, notification by e-mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

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