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### **License to use website**

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### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Shann Australia's express written consent.

### **No warranties**

This website is provided "as is" without any representations or warranties, express or implied. Shann Australia makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Shann Australia does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

### **Limitations of liability**

Shann Australia will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, special or consequential loss; or

- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Shann Australia has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Shann Australia's liability in respect of any:

- death or personal injury caused by Shann Australia's negligence;
- fraud or fraudulent misrepresentation on the part of Shann Australia; or
- matter which it would be illegal or unlawful for Shann Australia to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

### **Other parties**

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Shann Australia's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Shann Australia.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify Shann Australia and undertake to keep Shann Australia indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Shann Australia to a third party in settlement of a claim or dispute on the advice of Shann Australia's legal advisers) incurred or suffered by Shann Australia arising out of any breach by you of any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to Shann Australia's other rights under these terms and conditions, if you breach these terms and conditions in any way, Shann Australia may take such action as Shann Australia deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

Shann Australia may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

Shann Australia may transfer, sub-contract or otherwise deal with Shann Australia's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement**

These terms and conditions constitute the entire agreement between you and Shann Australia in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction**

This Agreement shall be governed by and must be construed in accordance with the laws of Victoria, Australia, and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of that State.

**Shann Australia's details**

The full name of Shann Australia is Shann Australia Pty Ltd.

Shann Australia's head office address is 1/73 Gower Street, Preston, Victoria, 3072, Australia You can contact Shann Australia by email to [enquiry@shann.com.au](mailto:enquiry@shann.com.au)

**About these website terms and conditions**

This document is based on a Contractology template available at [www.freenetlaw.com](http://www.freenetlaw.com). Premium Contractology precedents include website design contracts.