



Integrated business services

Terms and Conditions of Use

Application

The following provisions ("Terms and Conditions") apply to your use of any services provided by Perks via the Internet, including our website (and any information provided by us on our website) and any messages sent to or from us via email ("Online Services").

By using our Online Services, you agree to these Terms and Conditions. If you do not accept these Terms and Conditions, you must cease using the Online Services.

These Terms and Conditions apply in conjunction with any other terms and conditions that apply to the Online Services, including our Online Privacy Policy.

Lawful Use

You may only use the Online Services for lawful purposes, and must ensure that your use of the Online Services does not breach any laws that apply to you.

Not Legal Advice

The information on our website is general information only and does not constitute advice, nor does it create a client-advisor relationship between Perks and you. You should not rely upon the information on our website without obtaining specific advice tailored to your particular circumstances.

Disclaimer

While we endeavour to ensure that information provided on our website is accurate, complete, up-to-date and reliable, we do not warrant that this will be the case or that your access to the information will always be uninterrupted, timely or secure.

We do not attempt or purport to exclude any liability arising under statute if, and to the extent, that liability cannot be lawfully excluded.

However, we exclude to the extent lawfully permitted all liability for any loss or damage of whatever kind (including consequential or incidental damage) and however arising (including due to negligence) that you may suffer, directly or indirectly, in connection with your use of our website or any associated or linked Online Services. In particular, we exclude all liability for any loss or damage that may result from your use of, or reliance upon, any information or material obtained from our website.

We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would cause this clause to be void ("Non-excludable Condition"). Our liability to you for breach of any Non-excludable Condition (other than implied by Section 69 of the Trade Practices Act 1974 (Cth)) is limited, at our option, to supplying the relevant services again or paying the cost of re-supplying those services, except where the services are of a kind ordinarily acquired for personal, domestic or household use or consumption.

Copyright and Trade Marks

Unless stated otherwise, we own or license the copyright and all other proprietary rights in all materials used in the Online Services (including any text, images, logos, animations, sound recordings and/or software).

You may not, without our prior written permission, reproduce, display, store, print, publish, distribute, commercialise, perform, adapt, or create derivative works from any information or services you acquire from our Online Services other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and as required for your effective use of our Online Services.

Any word or logo which appears in our Online Services in association with the ™ or © symbol is a trade mark, and must not be used by you unless in accordance with the requirements of the Trade Marks Act 1995 (Cth).

Security

We cannot ensure the security of any information you send to us via the Internet during its transmission. Accordingly, any information you transmit in this manner will be sent at your own risk. However, once we have received your information, we will take reasonable steps to ensure it remains secure.

We recommend that you do not provide us with confidential information via our Online Services unless you accept the risk that the information may be lost, corrupted, or disclosed to third parties during its transmission.

Damage

We will not be liable for any interference or damage you may suffer in connection with your use of the Online Services, including any damage caused by computer viruses, malicious computer code or any other form of interference. You should establish your own protection against viruses and other causes of damage.

Other Online Services

If any Online Services contain links or references to other online services that are not provided by us ("Other Services"), we do not endorse, recommend or approve those Other Services, the practices of the organisations that operate them, or any information, materials or goods or services referred to or provided by those Other Services, unless stated otherwise. Any such links are provided for convenience only and may not remain current.

We ask that the operators of Other Services request our permission before linking to our Online Services.

Personal Use

Unless stated otherwise, you may only use our website for your personal use. You are authorised to print a copy of any information on our website for your own use. You may not, without our prior written permission, provide any information you obtain from our website to any other party.

Termination of Access

We may terminate or restrict your access to any Online Services at any time without notice. If we do so, these Terms and Conditions will continue to apply and you must discontinue or limit your use of the Online Services as we require immediately that we advise you to do so.

We may modify, suspend or cancel any Online Services at any time.

Changes

We may amend these Terms and Conditions at any time and, if we do so, we will provide the updated version on our website.

Miscellaneous

If any of these Terms and Conditions is held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions will continue to apply.

These Terms and Conditions are governed by the laws in Australia.