

# Website Terms of Use – Aluminium Window Estimating Services

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This website [awes.com.au](http://awes.com.au) and all content, trade marks and its related services, products, websites, tools and applications (**Website**) is owned and operated by Aluminium Window Estimating Services Pty Ltd ABN 87 141 508 376 (**our, us, we, Aluminium Window Estimating Services**). By accessing and using our Website you agree to comply with the following terms and conditions (**Terms and Conditions**). We may update our Terms and Conditions from time to time without notice to you. Each time you use our Website you should revisit these Terms and Conditions and your continued use of the Website constitutes your acceptance of them.

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## 1. Using our website

We provide our Website to facilitate the supply of our services, to help us connect with you and to provide general information and relevant content that you may be interested in. You must not use the Website for any purpose other than its intended purpose, and you must not harm our Website in any way. When using the Website you must not act fraudulently, or provide us with false, inaccurate, infringing or misleading information. Parts of our Website may allow you to comment or submit your content, and in doing so you must not post anything that is inflammatory, racist, abusive, harassing, obscene, sexually explicit or that violates any Australian law or the rights of any person.

Where you use our Website to browse our services, and/or create an Account and submit project requests our [Online Service Terms and Conditions](#) will apply to you.

Content on our Website is provided solely for your reference purposes. We include information for your convenience as a general summary of matters current at the time of posting that may interest you. The contents do not constitute medical and/or financial and/or legal professional advice and are not intended to be a substitute for medical and/or professional advice and should not be relied upon as such. We make no warranties that the information published by us is correct. You should seek professional advice in relation to any matters that you have.

The information you provide us and your use of the Website must not:

- create liability for us;
- infringe any third party's privacy rights;
- infringe any third party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights or rights of publicity or privacy;
- violate any applicable laws (including those governing privacy, consumer protection, unfair competition, criminal law, racism or antidiscrimination or trade practices law); or
- be defamatory, trade libellous, unlawfully discriminatory, threatening or harassing.

If you provide us with any feedback, ideas, modifications, suggestions, improvements or other content you agree that we may, at any time, without restrictions exploit, copy, republish, edit, or otherwise use such content on any medium worldwide (including on the internet). We will not be required to pay you any compensation for such content (regardless of our use). We have no obligation to review any content or otherwise remove any content that may be unlawful, offensive, threatening, defamatory or obscene.

Any reviews submitted to us will be our property on and from its creation and we will be able to deal with it unrestricted. Without limiting this right, we may remove any review, and use any review on our Website or on any medium online worldwide (including social platforms) at our discretion (regardless of the content). To the extent necessary you must assign all rights, title and interest in such reviews as required by this clause.

Your use of this Website is by personal, non-exclusive licence granted by us strictly in accordance with these Terms and Conditions. This Website is only available to, and may only be used by, persons who can form legally binding contracts under applicable laws. If you do not qualify, you must not use the Website.

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## 2. Intellectual property

We remain the owner of the Website and all intellectual property rights associated with the Website (including without limitation trade marks, logos, names, designs, content, videos, logos, images and source code) and any improvements or modifications to such intellectual property. We ask that you do not copy, reproduce or modify any of our Website for any purpose except where we give you our prior written consent or sharing is otherwise permitted (as noted below).

When you provide us with information you agree to allow us to distribute or use that information as we consider necessary and in accordance with our [Privacy Policy](#) accessible on the Website.

We are not responsible for any loss that may occur from you submitting your information to us.

### **Content others provide**

Other users may also make content available for you to access on the Website. Where they do so, you acknowledge that you may only access and view this content for your information and personal use. You are not permitted to copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any other content without our consent or the consent of the licensors of such content.

### **Goodwill**

You acknowledge and agree that we may increase goodwill of the Website by your use of the Website, including the submission of any content to the Website. You acknowledge that all goodwill associated with the Website inures exclusively to our benefit and that you have no right to share in any such goodwill and no monetary amount will be assigned as attributable to any goodwill associated with your use of the Website. You have no right to monetize or obtain consideration from any content within the Website.

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### **3. Your account**

We may require you to set up an account with a username and password to gain access to parts of the Website. If we do, you will be responsible for keeping the combination of these details confidential and any actions that occur through your account (whether directly or indirectly) you are responsible for.

If we permit you to connect to the Website using a third-party service (e.g. Facebook or Google+), you grant us permission to access, store, and use the information from that service as permitted by that service.

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### **4. Access and termination**

We reserve the right, at any time and without prior notice, to remove or disable your access to the Website or any part of it, including your Account, for any reason and you agree that we are not liable for any loss suffered by you or any third party as a result of the removal or disablement of the Website.

These Terms and Conditions will continue to apply until terminated or superseded by us. You can terminate your agreement with us by discontinuing your use of the Website at any time. You do not need to inform us if you choose to discontinue use of the Website.

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### **5. Sharing**

We may make content available for you to share on the Website. Where such content is made available, you must ensure that such sharing is properly credited to us including a link back to us, and comply with any other instructions we may specify. Your licence to share such content is by revocable and limited right. Where you share our content, you do so at your own risk. We will not be liable in any respects for any content that you share.

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### **6. Links**

Our Website may contain links to or from other third-party websites which we have no control over. We are not responsible for the content or use of these other websites (including any virus, or disturbing or harmful content) and you access them at your own risk.

You acknowledge and agree that by utilising any third-party services through our Website (such as PayPal or any other payment provider) you are bound by the terms and conditions of that third party.

You acknowledge and agree that you are solely responsible for ensuring that you have read and understood any applicable third-party (such as PayPal) terms and conditions when using the Website. We will not be liable for any loss or damage suffered by you in connection with such third party terms, regardless of whether we bring these to your attention or not. You are solely responsible for obtaining a copy of and reviewing such third party terms. We are not party to any transaction between you and a third party. For example, if you incur a debt to a third party payment provider in connection with a

purchase through the Website, you are solely liable for that debt and you acknowledge that we are unrelated to, and have no control over that third party payment provider.

In the event we provide linking services with third parties, you authorise us to undertake to provide details as necessary to that third party.

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## **7. Liability and indemnity**

Although our content has been drafted with due care and diligence, our Website and our content is provided “as is” and we make no representations and give no warranties or guarantees as to the suitability, accuracy or quality of the Website. We do not guarantee that the Website will be free from errors or defects, or that the Website will be accessible at all times.

Your use of the Website is at your own risk and to the extent permitted by law, we exclude all liability of any kind, however arising, including any lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure, or any indirect or consequential loss resulting from your use of the Website. Our total liability is limited to \$1, however where we cannot limit our liability to \$1 by law then our liability will be limited to the cost of re-supply of the relevant services (being the provision of the Website to you), or refunding the amount paid by you to us in connection with the services (if any).

You agree to indemnify and release us and our related entities from and against all losses (as before mentioned) which we may incur in respect of any negligence, misuse of the Website, other act or omission, or any breach of these Terms and Conditions by you.

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## **8. Security & access**

You are solely responsible for any information that you transmit to us. Whilst we use reasonable endeavours to maintain the security of the Website to Australian standards, we do not guarantee the security of the Website, our records, or any information you submit to us. We disclaim all liability for any computer virus or technological problems or other loss that you may suffer as a result of the browsing or downloading of any files from our Website, or from any data breach, compromise or misuse of your data that is provided to us in connection with the Website.

In order to use the Website, you need to connect to the internet and you are solely responsible for your connection and all fees associated with such connection/access.

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## **9. Privacy**

By using this Website you acknowledge and agree that internet transmissions are never completely private or secure and understand that any message or information you send to the Website may be read or intercepted by others. You authorise us to use, store or otherwise process any information including personal information which relates to and/or identifies you, to the extent reasonably necessary for the provision of any goods and services requested by you, and for any other purposes we consider reasonable. Such use will be compliant with the terms of our Privacy Policy (accessible on the Website).

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## **10. Groups**

Where we use social media pages or groups run by us, such pages will only be used to advertise our products and services and to facilitate community interaction. Such terms found herein as they relate to providing information will apply to your use of our social media pages or groups.

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## **11. Applicable law**

These Terms and Conditions, and your use of our Website are governed by the laws of Queensland, Australia and you agree to submit to the jurisdiction of the Courts of the State of Queensland, Australia and Courts competent to hear appeals.

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## **12. Definitions**

Unless the context requires otherwise, the following words and phrases in these Terms and Conditions shall have the following meanings:

**Website** means [awes.com.au](http://awes.com.au) including all content, trade marks, and related services, products, websites, tools and applications;

**you** means the person or entity that accesses the Website and **your** has a corresponding meaning.