



# Australian Risk Applications

*"Business solutions to risk"*

## **Website Terms of Use**

Please read these Terms of Use carefully as they apply to your use of the Australian Risk Applications website ("Website").

By using the Website, you agree to be bound by these Terms of Use which form a legally binding agreement between you and Australian Risk Applications. If you do not want to be bound by these Terms of Use, do not continue to use this Website.

Further, we may amend these Terms of Use at any time. Your continued use of the Website is considered to be acceptance of the amended Terms of Use.

## **Australian Risk Applications Copyright**

The material on this Website, including all information such as text, graphics, images, photographs and sound, is protected by copyright pursuant to the Copyright Act 1968 (Cth), as amended from time to time and the laws of other countries. You must not alter, reproduce, store in retrieval system or transmit the material on this Website or any part thereof, unless authorised by Australian Risk Applications in writing or permitted by the Copyright Act 1968 (Cth).

## **Trade marks**

All trade marks that are included on this Website are the property of their respective owners and are protected by relevant laws in Australia and other countries. You must not use any of these trade marks (including the reproduction, modification, distribution, repudiation, display or communication of these trade marks) except by saving or printing out a copy of this Website for personal non-commercial use, unless expressly authorised by Australian Risk Applications or the owner of the relevant trade mark in writing.

## **Links from this Website**

The external linked websites within the Website are not within the control of Australian Risk Applications. Australian Risk Applications does not take responsibility for the content in, or currency of, any externally linked sites. The inclusion of any link within the Website does not imply endorsement by Australian Risk Applications of the linked website, nor does it suggest any relationship with the organisation linked.

## **SPAM**

Australian Risk Applications publishes electronic addresses on this Website to facilitate communication relating to our business functions. This is not to be inferred as consent by Australian Risk Applications or the relevant addresses to receiving unsolicited commercial messages or SPAM as referred to in the Spam Act 2003 (Cth).

## **Liability**

Australian Risk Applications makes no warranties or representations about this Website or any of its content. Australian Risk Applications is not responsible to you or anyone else for any damages of any kind, including (but not limited to) any direct or consequential loss and losses resulting from security failure, disclosure of confidential information by other parties or the transmission of a computer virus, suffered in connection with the use of this Website whether based on breach of contract or warranty, tort (including negligence), product liability or otherwise, even if Australian Risk Applications is informed in advance of the possibility of such damages. Australian Risk Applications excludes, to the extent permitted by law, any liability which may arise as a result of the use of this Website.

By using the Website, you agree to indemnify Australian Risk Applications for any loss or liability arising out of your use. Use of the Website is at your own risk and you assume full responsibility and risk of loss resulting from your downloading, use of, or access to data, files, information, or other material on or through the Website. Australian Risk Applications aggregate liability to you for any other losses resulting from the use of the Website is limited to the nominal amount of \$1.

## **Governing Law**

The Terms of Use will be governed by and interpreted in accordance with the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## **Further Information**

Australian Risk Applications P/L  
Phone: +61 2 9007 2401  
Fax: +61 2 9922 7098  
Email: [murrellm@austrisk.com](mailto:murrellm@austrisk.com)