

# Website Terms and Conditions

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## 1. General

The Terms and Conditions apply to all Users accessing the Website. By accessing and using the Website, each User confirms that they have read, understood and agreed to these Terms and Conditions. If a User does not agree they must not access or use the Website.

If you accept the Terms and Conditions on behalf of an organisation, you warrant to Carexcell that you are duly authorised to enter into the Terms and Conditions on behalf of that organisation and the organisation has accepted these Terms and Conditions.

The Terms and Conditions apply whenever you access the Website and regardless of how you access the Website.

These Terms and Conditions are governed by the law in force in the State of New South Wales, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning the Terms and Conditions.

These Terms and Conditions can be modified at any time by Carexcell and you agree to continue to be bound by these Terms and Conditions as modified. We will give you notice of these changes by publishing revised Terms and Conditions on this website - we will not separately notify you of these changes.

If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

## **2. Access and Content**

The Website is only for the use of persons accessing the website from within Australia. The products and services described in this website are only available to persons accessing the website from within Australia, unless otherwise specified.

In accessing and using the Website, you acknowledge and agree that the Website may contain material or content uploaded, posted, emailed, or otherwise electronically transmitted by Users of the Website (including you) (Content). Carexcell makes no warranties, representation or guarantees of any kind in relation to, and is otherwise not responsible in any way for, such Content.

You acknowledge that you are solely responsible for Content posted by you.

## **3. Limitation of Liability**

To the extent permitted by law:

- a) and without limiting the rights you may have under the Australian Consumer Law, Carexcell expressly disclaims all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy or non-infringement;
- b) the Website is provided on an 'as is' basis to each User;
- c) the Website may include links to third party sites which are not related to Carexcell and in relation to which Carexcell has no control or interest. The appearance of those links on this site does not indicate any relationship between Carexcell and that third party or any endorsement by Carexcell of that third party, its site or the products or services which it is advertising on the Website;

Carexcell shall not be liable for:

- a) any deletion, failure to store or back up of any communications or Content posted on or otherwise transmitted using the Website;
- b) any changes made to the Website of any kind, including without limitation relating to functionality or performance;
- c) any damage caused by errors or omissions in any information or instructions you provide to Carexcell in connection with the Website;
- d) any use made of the Website by any User or any actions that a User takes or other conclusions it reaches arising from or in connection with its use of the Website;
- e) where your ability to use the Website, or the Website's operation or availability, is affected due to third party utilities, systems, or services used for accessing the Website (including due to failure or delays in relation to public telephone services, computer networks or the internet, or due to third-party platform services that support the delivery of the Website) being unavailable from time to time; and

Carexcell does not warrant, guarantee or represent that:

- a) the use of the Website will be uninterrupted or error free;
- b) any defects in the Website will be corrected; and/or
- c) its systems and servers are free of viruses, bugs or any other harmful code.

#### **4. Maximum liability**

To the extent permitted by law, the total liability of Carexcell for any Claims arising under or in connection with these Terms is limited in the aggregate to \$100.00.

To the maximum extent permitted by law, neither party shall be liable for any Consequential Loss arising out of or in connection with these Terms.

Each party must mitigate any loss they suffer as a result of the breach by the other party to these Terms or any warranty or indemnity provided under these Terms.

#### **5. No Personal Advice**

Unless otherwise expressly stated to the contrary, this website is not designed for the purpose of providing healthcare or other professional advice to you. Content provided on this website does not take into account your specific personal or financial situation, particular objectives or other needs you may have.

You should assess whether the Content on this website is appropriate to your particular objectives, circumstances and other personal needs. You should do this before making any decision on the basis of the information on this website. You can either make this assessment yourself or seek the assistance of a relevant professional adviser.

#### **6. Third parties and Links**

The Website may contain links to third party websites.

Subject to any applicable law which cannot be excluded, Carexcell makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of the goods or services available from the operators of third party websites. You obtain goods or services from such persons at your own risk. You indemnify Carexcell against all liability, loss, damage, cost and expense arising from or relating to your obtaining goods or services from a third party website.

Following links to any other websites or pages or linking this website to another Site is entirely at your own risk and Carexcell will not be responsible or liable for any losses, damages or expenses arising in connection with such

linking.

## **7. Warranties**

While Carexcell has made every effort to ensure that the Content is free from error, Carexcell does not guarantee or warrant the quality, accuracy, adequacy, completeness, merchantability or fitness for purpose of any Content on this website. All Content is provided on an “as is” basis and without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that cannot be lawfully excluded, are excluded. All Content is subject to change without notice. As electronic services are subject to interruption or breakdown, access to this website is offered on an “as is” and “as available” basis. Carexcell may withdraw this website at any time and without notice to you.

## **8. Copyright**

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