

Brett & Watson Website - Terms and Conditions

Brett & Watson Pty Ltd ABN 65 060 568 676 (**Brett & Watson, we, us, or our**)

Use of our website (**Website**) is subject to terms and conditions governing our relationship with you, both when you access our website; and when you purchase or use services from or through us, or the Website. By continuing to use the Website in any way, or by acquiring services from or through us, you agree that you have read and understood, and agree to be bound by these terms and conditions.

1. Access to Website

- 1.1 If you disagree with any of these terms and conditions, you must stop using the Website and navigate away from it.
- 1.2 Any changes to the terms and conditions will be highlighted in **bold** for a period of 14 days following the changes being made. You must stop using the Website if you do not agree to any change in our terms and conditions. You are deemed to accept the changes if you continue to use the Website after the changes have been made available on the Website.
- 1.3 It is your responsibility to check the terms and conditions for changes when you use the Website. Brett & Watson does not have any responsibility to inform you of changes beyond the requirements in clause 1.2 above.

2. Disclaimers

- 2.1 Brett & Watson does not make any guarantee regarding your ability to access the Website, which may from time to time not be accessible or functional (whether wholly or partly).
- 2.2 Brett & Watson do not warrant or make any representations of any kind, express or implied, as to the nature, standard, accuracy or otherwise of the information provided on the Website nor the suitability or otherwise of the information to your particular circumstances. Nothing on the Website constitutes professional advice.
- 2.3 To the greatest extent permissible by law, Brett & Watson gives no warranty and makes no representation, express or implied, as to:
 - 2.3.1 the adequacy or appropriateness of any other goods or services for your particular needs or purposes;

- 2.3.2 the truth, correctness, completeness or freedom from error of any content on the Website published by someone other than us; and
 - 2.3.3 any implied warranty or condition as to merchantability or fitness of any services for a purpose other than that for which they are commonly used.
- 2.4 Brett & Watson is not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in contract, tort, negligence or otherwise, arising out of or in connection with your use of the Website or the services.
- 2.5 In any event, if any term or condition or obligation on our part is implied into these conditions by law then our liability is limited (at our election), to the maximum extent permitted by law, to the value of the services you have purchased, or the resupply of those services.

3. **Content and Intellectual Property Rights**

- 3.1 The content and design of the Website, and the typeface, imagery and logos used to depict the services on our Website form part of our intellectual property. Services also are the subject of our intellectual property. Brett & Watson will defend the intellectual property rights in connection with our services and the Website.
- 3.2 Title and ownership of our intellectual property shall not be transferred by virtue of your use of the Website.
- 3.3 Unless specifically authorised by us, or otherwise allowed by applicable laws, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, in whole or in part.
- 3.4 You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.

4. **System Security**

- 4.1 Brett & Watson will do its best to maintain the Website so that you have constant use, but there will be times when your use may be interrupted.
- 4.2 You agree that you will not, and will not allow any other person to:
- 4.2.1 use the services from us for any purpose other than for your personal use;

- 4.2.2 use the Website or services for any illegal, unlawful, improper or infringing purpose;
 - 4.2.3 use spiders, data scrapers, viruses or other software which may threaten the integrity and security of the Website;
 - 4.2.4 upload, transmit, post or share any virus or similar computer code or software that may cause damage to, or violate the privacy of Brett & Watson's data or the data of our clients;
 - 4.2.5 attempt to copy, reverse engineer or otherwise utilise the Website.
- 4.3 You agree to use the Website in accordance with any and all applicable laws.

5. Reverse engineering and competing services

The services provided by us comprise valuable intellectual property. You agree that you shall not, nor shall you solicit or procure a third party to, replicate, reverse engineer, or otherwise reproduce a service.

6. Indemnity

To the greatest extent permissible by law, you agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of the Website or services purchased from us, or by any other person using your computer, of any intellectual property or other right of any person.

7. Miscellaneous provisions

- 7.1 If any of these terms and conditions are at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision or part thereof shall be interpreted as severable and shall not in any way affect any other of these terms.
- 7.2 No waiver by us, in exercising any right, power or provision in these terms and conditions shall operate as a waiver of any other right or of that same right at a future time, nor shall any delay in exercise of any power or right be interpreted as a waiver.
- 7.3 If a dispute arises out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by

engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

- 7.4 Brett & Watson is not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes or civil unrest, and restrictions imposed by law or regulation anywhere in Australia.
- 7.5 These terms and conditions and any transactions governed by them will be governed by and construed in accordance with the law of South Australia. You submit to the exclusive jurisdiction of courts in South Australia.
- 7.6 These terms and conditions record the entire agreement between the parties as to its subject matter. It supersedes any prior understandings or agreements between the parties in connection with it.
- 7.7 You may not assign, delegate or novate these terms and conditions to any other person or body corporate without our written authority.
- 7.8 Brett & Watson retains the right to assign, delegate or novate these terms and conditions without notice.