

## WEBSITE TERMS AND CONDITIONS

### 1 INTRODUCTION

- (a) These terms and conditions (**Terms**) apply when you use this website, [www.managemyrainbow.com.au](http://www.managemyrainbow.com.au) (**Website**).
- (b) You agree to be bound by these Terms which form a binding contractual agreement between you and us, Manage My Rainbow ABN 43 600 972 110 (**our, we or us**).
- (c) If you don't agree to these Terms, you must refrain from using the Website.
- (d) We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

### 2 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

### 3 DISCLAIMER

In the course of using any of the goods and services we provide, we may give you recommendations, information or assistance believing such information to be accurate, appropriate and reliable at the time. However, we do not give any warranty of accuracy, appropriateness or reliability. Information we give is general in nature, dependent upon information or materials you provide to us and not intended to constitute or substitute for professional or medical advice. Unless required by law, we won't accept any liability or responsibility (including liability for negligence) for any loss suffered because of your or any other person's reliance on any such information or advice.

### 4 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without our express consent;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing goods;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact our reputation, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
  - (iv) instigate or participate in a denial-of-service attack against the Website.

## 5 INFORMATION ON THE WEBSITE

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

- (a) the Website will be free from errors or defects;
- (b) the Website will be accessible at all times;
- (c) messages sent through the Website will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Website will be secure or confidential; or
- (e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

## 6 INTELLECTUAL PROPERTY

- (a) We retain ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without our prior written consent or as permitted by law.

## 7 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of the linked websites and we are not responsible for it.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

## 8 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

## 9 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

## 10 PRIVACY

You agree to be bound by our Privacy Policy, which can be found at [www.managemyrainbow.com.au/privacy-policy-2](http://www.managemyrainbow.com.au/privacy-policy-2)

## 11 LIABILITY

We make no warranties or representations about this Website or any of its content and will not be responsible to you or any third party for any direct or consequential loss suffered in connection with the use of this Website. To the maximum extent permitted by law, we exclude any liability that may arise due to your use of our Website and/or the information or materials contained on it. You agree to indemnify us for any loss or liability arising out of your use of this Website.

**12 GOVERNING LAW AND JURISDICTION**

You acknowledge and agree this agreement is governed by the law applying in Queensland and irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement.