

# Consumer Terms of Use

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Please read this agreement carefully before accessing or using the information and services available through the Site.

By accessing and using the Site you agree that your access and use is governed by these Terms of Use. Your use by accessing, browsing, opening or otherwise using any part of the Site is evidence of your acceptance of these Terms of Use.

**Important Notice: these Terms of Use constitute a legally enforceable agreement with Safeguard Innovations . If you do not agree with any of these Terms of Use, you are not permitted to use the Site and should immediately exit from it.**

## Modifications

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Safeguard Innovations may modify these Terms of Use at any time, and such modifications shall be effective as soon as they are posted. By continuing to use the Site after the Terms of Use have been modified, you agree to be bound by the modification. A copy of our current Terms of Use of the Site is displayed on the Site at all times.

## Intellectual Property Rights

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You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, frame or embed in another website or distribute in any way any content contained on or in the Site and owned or licensed by Safeguard Innovations, except as expressly approved by us in writing or as permitted under the *Copyright Act 1968* (Cth).

We grant you permission to do the following with the material on the Site:

- store a reproduction of the material on your local computer for the sole purpose of viewing the material; and
- print hard copies of material for your personal information, but not commercial use.

## Limitation of Liability

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You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Site or the content or material on or accessible through the Site.

Except as expressly stated in these terms, we will not be liable for any loss whatsoever (including, without limitation, indirect, incidental, special, or consequential loss, loss of profits or loss of opportunity), expense, damage, or injury that is suffered (however so caused) in connection with your access to, or use of, or inability to use the Site or the content or material of the Site (including linked websites), whether based in contract, tort, negligence, statute or any other legal theory, except for any liability that cannot be excluded by law

## Links to External Sites

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The Safeguard Innovations Site may have links to other Internet sites. These sites are maintained by third parties and are not under the control of Safeguard Innovations. Safeguard Innovations is not responsible for the contents of any linked site or any link contained in a linked site. Inclusion of a link on the Off Your Trolley website does not constitute endorsement of that site. Safeguard Innovations is not responsible for the accuracy, legality of decency of that site. Safeguard Innovations will not be liable for any damage or loss arising from any service provided by a third party.

## No SPAM

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Any publication of e-mail addresses on the Site is for the purpose of professional communication only. Our e-mail addresses must not be used to send unsolicited commercial electronic messages.

## Indemnity

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By entering and using the Site, you agree to indemnify Safeguard Innovations against all claims, demands, proceedings, costs (including legal costs), expenses, damages, awards, judgments, and any other liability whatsoever wholly or partially arising directly or indirectly in connection with access to or use of the Site and its content or materials.

## Warranties

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We provide the Site on an "as is" basis without any express or implied warranty of any kind.

While we exercise all due care and precautions, Safeguard Innovations cannot and does not guarantee or warrant that files available for downloading through the Site or delivered via electronic mail will be free of infection, viruses, defects, harmful components or any other codes that may have contaminating or destructive properties. You are responsible for implementing procedures that satisfy their requirements for accuracy of data input and output, and for maintaining a means external to the Site to reconstruct any lost data.

In compiling content for the Site, Safeguard Innovations relies on information supplied by a number of external sources. Content on the Site is supplied on the basis that while Safeguard Innovations believes that all the information in it will be correct at the time of publication, we do not warrant the accuracy or completeness of such information.

Where any legislation such as the *Trade Practices Act (1974)* (Cth) implies into this agreement any condition or warranty and that legislation voids or prohibits conditions in a contract excluding the application of the conditional warranty, the liability of Safeguard Innovations for any breach of the condition or warranty is limited to, at Safeguard Innovations' option either:

- a. the resupply of the goods; or
- b. the reasonable cost of having the goods resupplied.

## Severability

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If any part of this agreement is deemed invalid, that part will be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.

## Governing Law

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This agreement is governed by the laws of Western Australia, Australia. You irrevocably submit to the exclusive jurisdiction of the laws and courts of Western Australia, Australia.

## Information Use

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We welcome your feedback regarding our Site. If you provide feedback or send comments to us, you agree that Safeguard Innovations is permitted to reproduce, transmit, distribute, create derivative works of, and publicly display any information that you submit to us.

## Privacy

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The Safeguard Innovations Privacy Statement is part of these Terms of Use. [View our Privacy Policy](#)

## Contact Us

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