

## Smartcollect (SA) Terms and Conditions

### Refund Policy

You need to assess whether the documents produced by the system are appropriate for your situation. This is a self-assessment process. As the system is online, once you have purchased the documents it cannot be reversed. For that reason, there are no refunds offered, except in a situation where it can be shown that the system has malfunctioned. We will not offer a refund for situations where there has been user error. We are unable to provide a refund simply because you have changed your mind.

**The use of these documents:** Smartcollect (SA)'s website provides document templates intended for use by small to medium sized businesses throughout Australia. The nature of these documents are that they are not suitable for personal, domestic or household use or consumption and should not be used by any person for that purpose.

**Condition To Use:** Do not use this website unless you have read these terms, and accept that they will govern your right to use and access our website and all the documents, links and information contained on it. If you choose to use Smartcollect (SA)'s website and download documents then Smartcollect (SA) will regard that use as conclusive evidence of your agreement and acceptance that these terms govern yours and Smartcollect (SA)'s rights and obligations to each other.

**Amendment of Terms:** Smartcollect (SA) reserves the right to change these terms and conditions of use at any time and those changes shall take effect in respect of all subsequent uses by you of the website. You should therefore check these terms every time before you use the website and only if you accept these terms should you proceed to access and use the documents on the website.

**Smartcollect (SA) Does Not Give Legal Advice:** While the documents and information has been prepared by experienced legal practitioners Smartcollect (SA) is not a legal practitioner and is not an incorporated legal practice. This website is not intended to give you legal advice or provide you with any legal services; it is intended to provide you with useful documents, links and information.

**Consult Your Legal Practitioner:** Smartcollect (SA) is not a law firm. Smartcollect (SA) strongly recommends that before you use any document that you download from our website, that you obtain legal advice on your particular circumstances and the suitability of the document to meet your requirements. Both the documents and the information we provide must necessarily be general and may not cover every situation that might arise.

**Different Laws and Changes to the Law:** The law may be different in each state and territory of Australia. Also, the law regularly changes. While Smartcollect (SA) tries to keep up to date with these changes, this is not always practically possible and updates may not be immediate. As stated above, Smartcollect (SA) recommends that you always consult your legal practitioner before using any documents downloaded from Smartcollect (SA)'s website.

**Limitation On Smartcollect (SA)'s Liability:** This only applies if you are not a consumer within the meaning of that term in the Competition and Consumer Act 2010 (Cth). If you are not a consumer for the purposes of Schedule 2 Part 3.2 of the Competition and Consumer Act 2010 (Cth), then it is an essential condition to you using Smartcollect (SA)'s website that you agree and accept that Smartcollect (SA) is not legally responsible for any loss or damage (including consequential loss) you might suffer related to your use of the site, whether from errors or from omissions in our documents or information or from any other use of the website. In short, your use of the site is at your own risk.

**Document Previews:** Previews are available for most of Smartcollect (SA)'s documents. A preview consists of the first third of your document. As this is the case, previews are not available for documents under three pages in length.

**Links To Other Websites:** Smartcollect (SA) may provide on its website links to other websites and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Smartcollect (SA) and the owners of those websites. Smartcollect (SA) takes no responsibility for any of the content found on the linked websites. Smartcollect (SA)'s website may contain information provided by third parties. Smartcollect (SA) accepts no responsibility whatsoever for information or advice provided to you directly by third parties.

**Competition and Consumer Act 2010 (Cth):** Smartcollect (SA) provides all of the Consumer Guarantees contained in the Competition and Consumer Act to the extent to which they apply to this

agreement between you and Smartcollect (SA) but not otherwise. Nothing in these standard terms and conditions are intended to exclude any applicable Consumer Guarantees. Where the Consumer Guarantees do apply and there has been a breach of any of those Consumer Guarantees then Smartcollect (SA) relies on Section 64A of the Competition and Consumer Act. In that respect, Smartcollect (SA)'s liability to you for any breach of a Consumer Guarantee is limited to:-

(i) Where there is a supply of goods, to the replacement or resupply of equivalent goods, or the payment to you of the cost of replacing the goods or acquiring equivalent goods.

(ii) Where there is a supply of services, to the supply to you of the services again or the payment of the costs of having the services supplied to you again.

**Express Disclaimers:** Subject to the provisions of the Competition and Consumer Act 2010 (Cth) and to the fullest extent permitted by law, Smartcollect (SA) absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Smartcollect (SA) gives no warranty that the documents will be free of errors, or that defects will be corrected, or that Smartcollect (SA)'s website or its server is free of viruses or any other harmful components. Smartcollect (SA) does not warrant or make any representations regarding the use or the result of the use of any document, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise. It is your sole responsibility and not the responsibility of Smartcollect (SA) to bear any costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties and in that event those exclusions do not apply and shall be deemed excised from these standard terms.

**Business Consumers Only:** The website has been designed and created to meet some of the needs of small to medium sized enterprises. It has not been designed or created for personal, household or domestic purposes.

**Your Privacy:** Smartcollect (SA) respects the privacy and confidentiality of the information provided by you and adheres to the national privacy principles established pursuant to the Privacy Act 1988 (Commonwealth). Please read our Privacy Policy carefully. All information Smartcollect (SA) receives from its customers is protected by Smartcollect (SA)'s secure server.

**Third Parties Can Not Use Your Information:** Smartcollect (SA) does not sell or deal in personal or customer information. Smartcollect (SA) may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. Smartcollect (SA) may use the information that you provide to improve its website and its services.

**Smartcollect (SA) May Disclose:** Smartcollect (SA) may disclose information in good faith and where Smartcollect (SA) is required to do so:-

(i) by law or by any court;

(ii) to enforce the terms of any of our customer agreements;

(iii) to protect the rights, property or safety of Smartcollect (SA), its customers or third parties; or

(iv) to banks or financial institutions with the purpose of preventing fraud and as proof of any transaction.

**Jurisdiction:** This agreement and this website are subject to the laws of Australia and any applicable state. If there is a dispute between you and Smartcollect (SA) that results in litigation then you submit to the jurisdiction of the Courts of South Australia.

**Copyright And Restriction of Use:** You are not permitted to reproduce the documents, information or materials on the Smartcollect (SA) website for the purposes of conducting a business competitive with or similar to the business of Smartcollect (SA). In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the documents that you download from its website where that activity is part of a business that is competitive with or similar to the business of Smartcollect (SA). Otherwise you are permitted to download a copy of the documents and retain them on computers used in your business for any legitimate or proper purpose of conducting your business.

You are also permitted to provide copies to your legal practitioners in electronic form for their amendment, modification or re-drafting. Smartcollect (SA) expressly reserves all copyright in its website and in all documents and information on its website.

**Trademarks and Restriction of Use:** You are not permitted to use any trademarks, tradenames, graphics or designs that are on Smartcollect (SA)'s website. If you breach Smartcollect (SA)'s trade marks then Smartcollect (SA) reserve the right to take action against you.

**Exclusion of Competitors:** If a principal part of your business is the retail sale or use of document templates in electronic form to users in respect to their business, then you are a competitor of Smartcollect (SA). Smartcollect (SA) expressly excludes and does not permit you to use or access its website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then Smartcollect (SA) will hold you fully responsible for any loss that it might sustain and further holds you accountable for all profits that you might make from such unpermitted and improper use. Smartcollect (SA) reserves the right to exclude and not permit any person from using its website or any of the documents and information contained on it.

**Whole Agreement:** These terms and conditions represent the whole agreement between you and Smartcollect (SA) concerning your use and access to Smartcollect (SA)'s website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which can not be expressly excluded are hereby expressly excluded.

**Exclusion of Unenforceable Terms:** Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed excision of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.