

SINTELIX.COM TERMS OF USE

Effective Date: 24th September 2020

Introduction

Thank you for selecting www.sintelix.com (referred to as **Site**, **Sintelix.com**, **Sintelix**, **we**, **our**, or **us**). This Site belongs to Sintelix Pty Ltd, an Australian corporation with headquarters in Adelaide, South Australia.

Please read these Terms of Use (**Terms**) carefully. The Terms are a legal agreement between you and us in relation to your use of the Site and its associated services (the **Agreement**). We have incorporated by reference some linked information.

You must not use the Site if you:

- a) are not able to form legally binding contracts;
- b) are under the age of 18;
- c) a person barred from receiving and rendering services under the laws of Australia or another applicable jurisdiction;
- d) are suspended from using the Site.

Unless otherwise stated, the contents of this Site including, but not limited to, the text and images contained herein, and their arrangement are the property of Sintelix. All trademarks used or referred to in this website are the property of their respective owners.

The information provided on this site is free of charge and for informational purposes only and does not create a business or professional services relationship between you and Sintelix.

1. Use constitutes acceptance

- 1.1 By accessing the Site or using any of our services you agree to these Terms without limitation or qualification. If you do not agree to these Terms, you may not use the Site or services and should leave this Site immediately.

2. Scope

- 2.1 These Terms govern your use of the Site and its associated and services including accessing content or communicating with us through submitting a webform (collectively, the **Services**). It includes by reference the Site's [Privacy Policy](#). All of the Site and Services are within the scope of this Agreement.

3. Protection of children/minors

- 3.1 This Site is not intended for use by children. You must be 18 years or older to use the Site or any Service or submit any information to us.
- 3.2 In cases where you have authorized a minor (someone under 18 years of age) to use the Site or Services, you acknowledge and agree that you are fully responsible for:
 - a) the online conduct of such minor;
 - b) controlling the minor's access to and use of the Site or Services; and

- c) the consequences of any misuse by the minor.

4. Information you submit

- 4.1 You are responsible for complying with the laws of the jurisdiction from which you are accessing this site and you agree that you will not access or use the information on this site in violation of such laws. Unless expressly stated otherwise herein, any information submitted by you through this site shall be deemed non-confidential and non-proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.
- 4.2 Sintelix does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current clients and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, Sintelix cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions to Sintelix through the Site. Any ideas disclosed to Us outside a pre-existing and documented confidential business relationship are not confidential and Sintelix may therefore develop, use and freely disclose or publish similar ideas without compensating you or accounting to you.
- 4.3 Sintelix will make every reasonable effort to return or destroy any unauthorized idea submissions without detailed review of them. However, if a review is necessary in Sintelix's sole discretion, it will be with the understanding that Sintelix assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to Us through the Site, you agree to be bound by these terms.

5. Changes to Sintelix.com including changes to these terms

- 5.1 We may discontinue or change any Sintelix.com content, service, function, or feature at any time with or without notice. We may also change these Terms of Use at any time without notice. Changes to these Terms will not apply retrospectively. You can keep track of changes to our terms by referring to the version and the date last updated at the top and bottom of the Terms.

6. Third parties and external links

- 6.1 This Site provides, and third parties may provide, links to other websites or resources. As we have no control over such websites and resources you agree that links to third party websites are provided solely for your convenience and we are not responsible for the availability of such external sites or resources and are not liable for the content found at such websites or resources. If you decide to access any third-party websites linked to this Site, you do so entirely at your own risk.

7. Cookies

- 7.1 Cookies are small data files that your browser places on your computer or device. Cookies help your browser navigate a website and the cookies themselves cannot collect any information stored on your computer or your files. We use cookies to learn more about the

way you interact with our content and help us to improve your experience when visiting Sintelix.com.

- 7.2 Cookies remember technical information such as the type of browser you use and which additional browser software you have installed. They also remember your preferences, such as language and region, which remain as your default settings when you revisit the website. Some of the cookies we use are session cookies and only last until you close your browser, others are persistent cookies which are stored on your computer for longer.
- 7.3 You can visit www.allaboutcookies.org for details on how to delete or reject cookies and for further information on cookies generally. Note, however, that if you reject the use of cookies you will still be able to visit the Site but some of the functions may not work correctly.

8. Ownership and intellectual property

- 8.1 No intellectual property ownership rights transfer from you to us, or us to you, under this Agreement. The content of the Site is protected by copyright, trademarks, database and other intellectual property rights. You may retrieve and display the content of the Site, store such content in electronic form or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy, or distribute or use for commercial purposes any of the materials or content on the Site without written permission from Sintelix.
- 8.2 You agree and acknowledge you must not infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right of any third party through your use of the Site and Services and must only share content when you possess all sufficient permissions, rights and/or licenses to provide or upload all and any content shared by you on or through the Site. Further, in the event of you infringing the intellectual property rights of any third party through your use of the Site or Services, it is you and not Sintelix that will be liable.
- 8.3 If you believe there is copyright infringing material on the Site, please email privacy@sintelix.com or contact us via the Contact section of the Site at <https://sintelix.com/contact/> with the following information:
 - a) The name and address of the complaining party
 - b) A description of the infringing materials and their Internet location, usually the URL
 - c) Sufficient information to identify the copyrighted works
 - d) A statement by the owner that it has a good faith belief that there is no legal basis for the use of the materials complained of
 - e) A statement of the accuracy of the notice and, under penalty of perjury, a statement that the complaining party is the owner or authorized to act on the behalf of the owner.

9. Acceptable use

- 9.1 You agree that we have no responsibility or liability for the deletion, corruption or failure to store any content maintained or transmitted on or by the Site.
- 9.2 You acknowledge that the features and services provided by us may change at any time without prior notice to you.

- 9.3 Except as expressly permitted by these Terms, you must not edit or otherwise modify any material on the Site.
- 9.4 We reserve the right to restrict your access to the Site and/or Services at our sole discretion and you must not circumvent or bypass, or attempt to circumvent or bypass, any such access restrictions.
- 9.5 You must not:
- a) Use our Site or Services in any way or take any action that causes, or may cause, damage to them or impair their performance, availability or accessibility
 - b) Use our Site or Services in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity
 - c) Use our Site or Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software
 - d) Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Site or Services without our express written consent
 - e) Access or otherwise interact with our Site or Services using any robot, spider or other automated means
 - f) Use data collected from our Site or Services for any direct marketing activity, including without limitation email marketing, SMS marketing, telemarketing and direct mailing.
- 9.6 You may not use the Site or Services for any of the following purposes:
- a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material.
 - b) Transmitting material that is or which encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice.
 - c) Gaining unauthorised access to other computer systems.
 - d) Interfering with any other person's use or enjoyment of the Site.
 - e) Breaching any laws concerning the use of public telecommunications networks.
 - f) Interfering or disrupting networks or websites connected to the Site.
 - g) Making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
 - h) Engaging in technically harmful behaviour, which includes but is not limited to: computer viruses, logic bombs, trojan horses, worms, harmful components, corrupted data and other malicious software or harmful data.
- 9.7 We reserve the right to refuse to post material on our Site or to remove material already posted on the Site.

10. Personal information and privacy

- 10.1 The Sintelix.com [Privacy Policy](#) is provided on this Site. You agree to our Privacy Policy, and to any changes published by us. You agree that we may use and maintain your data according to the Privacy Policy, as part of the Services.

11. Warranties and disclaimers

- 11.1 THIS SITE AND ITS CONTENTS ARE PROVIDED "AS IS" AND SINTELIX MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THIS SITE OR ANY SITE OR SERVICE ACCESSIBLE THROUGH THIS SITE. SINTELIX EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT WILL EITHER SINTELIX OR ITS THIRD-PARTY SERVICE PROVIDERS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA) WITHOUT REGARD TO THE FORM OF ACTION AND WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS SITE, ANY CONTENT ON OR ACCESSED THROUGH THIS SITE OR ANY SITE SERVICE LINKED TO, OR ANY COPYING, DISPLAYING, OR USE THEREOF.

12. Limitations of liability

- 12.1 YOU MAY NOT ASSERT CLAIMS FOR MONEY DAMAGES ARISING FROM THIS SITE OR ITS CONTENTS. WE AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN IF WE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY, AND THE LIABILITY OF OUR COMPANY AND SUPPLIERS, SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.
- 12.2 SINTELIX DOES NOT WARRANT OR REPRESENT THAT ANY SITE MATERIAL WILL NOT CAUSE DAMAGE OR IS FREE FROM ANY COMPUTER VIRUS OR ANY OTHER DEFECTS OR ERRORS. SINTELIX ACCEPTS NO LIABILITY FOR ANY INTERFERENCE WITH OR DAMAGE TO A USER'S COMPUTER SYSTEM, SOFTWARE OR DATA OCCURRING IN CONNECTION WITH OR RELATING TO THIS WEBSITE OR ITS USE. USERS ARE ENCOURAGED TO TAKE APPROPRIATE AND ADEQUATE PRECAUTIONS TO ENSURE THAT WHATEVER IS SELECTED FROM THIS SITE IS FREE OF VIRUSES OR OTHER CONTAMINATION THAT MAY INTERFERE WITH OR DAMAGE THE USER'S COMPUTER SYSTEM, SOFTWARE OR DATA.

13. Your representations and warranties

- 13.1 You represent and warrant to us that:
- a) This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
 - b) You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party.
 - c) You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.
 - d) All information you supply to us in connection with your use of our services is true and complete in all material respects and will be kept up to date if it changes.

14. Indemnification

- 14.1 You agree to indemnify and hold harmless Sintelix and its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of this Agreement, your violation of any law or third party right, any claim that use of our services has harmed a third party, your use of the Site, the Services or your data. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by us in connection with or arising from any such claim, suit, action, or proceeding. Sintelix reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any claims. You agree to reasonably cooperate as requested by Sintelix in the defence of any claims.

15. Termination

- 15.1 Sintelix reserves the right, at our absolute discretion, to terminate your access to all or part of the Site or Services without notice.

16. Jurisdiction limitations

- 16.1 As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under the applicable legislation.

17. International use

- 17.1 We make no representation that content on this Site is appropriate or available for use in locations outside Australia. If you choose to access this Site from a location outside Australia, you do so on your own initiative, and you are responsible for compliance with local laws.

18. General provisions

- 18.1 *Governing Law:* You agree that the laws of the state of South Australia govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. We may plead these Terms of Use in bar to any claim, action, proceeding or suit brought by you, against us for any matter arising out of any transaction or otherwise in respect of this User Agreement.

You further agree that any disputes or claims that you may have against us will be resolved by a court located in Adelaide, South Australia, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

- 18.2 BY AGREEING TO THESE TERMS OF USE, YOU ARE:
- a) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN;

- b) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE COURTS IN THE STATE OF SOUTH AUSTRALIA OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; and
 - c) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.
- 18.3 *Interpretation:* Titles and headings are inserted in this Agreement for reference purposes only and must not be used to interpret the Agreement. Words like 'include' and 'including' are not words of limitation and where anything is within our discretion, we mean our sole discretion.
- 18.4 *Communication and Notices:* You consent to receive notices and information from us in respect of our Site and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close any account you hold with Sintelix. We may provide you with notices, including those regarding changes to these terms by email, paper mail, publication on our Site, by SMS, or in any other way recognised by law. You may contact us at privacy@sintelix.com.
- 18.5 *Waiver:* Our failure to exercise or enforce any right or provision of these terms is not a waiver of such right or provision.
- 18.6 *Severability:* If any provision is found by a court of competent jurisdiction to be invalid, the parties agree that the court must as far as possible give effect to the parties' intentions as reflected in it, and these terms otherwise remain in full force and effect.
- 18.7 *Subcontracting and Outsourcing:* We will solely determine how to operate our systems and provide Services. We may subcontract or outsource any function as we see fit.
- 18.8 *Compliance with Laws:* In using the Services, you must comply with all applicable laws and regulations and, without limitation you must not use Services (or allow them to be used) in connection with or in furtherance of any fraudulent scheme or purpose.
- 18.9 *Law Enforcement:* You authorise us to provide any information or comply with any request in relation to you that is requested by any government, court or law enforcement agency. We are not obliged to verify or validate the identity or authority of any such government, court or law enforcement agency if it appears to us, acting in good faith, to be legitimate.
- 18.10 *Independent Contractors:* The parties are independent contractors. These Terms will not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give either party the express or implied right, power or authority to create any duty or obligation of the other party.
- 18.11 *Injunctive Relief; Enforcement.* Notwithstanding the provisions of Section 18.1 (Governing Law; Jurisdiction), nothing in these Terms will prevent Us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.
- 18.12 If you have any questions about these Terms of Use or if you wish to report breaches of these Terms. please contact us by using contact webform at <https://sintelix.com/contact/> or emailing us at privacy@sintelix.com

This document was last updated on 24th September 2020 and is the most up to date version of our Terms of Use.