



TERMS AND CONDITIONS

These Terms and Conditions (hereinafter “terms”) govern your use of the following website (which is hereinafter referred to as “the website”; <https://mindsite.com.au/>). The website is owned and operated by Mind Site Web Services (ABN 13 606 762 314). These Terms constitute a binding contract between you and Mind Site Web Services. These Terms come into effect on 1 April 2021. Please review them carefully.

1. Introduction

MindSite Web Services is an online network who specialise in the latest website development and digital marketing trends. We create high performing website design for our clients.

Through our website, clients may contact our team of professionals to seek a hassle-free, fully-managed professional website.

2. Your Agreement and Representations

By continuing to use this Website and the items, you warrant and acknowledge that you have had the chance to review and consider the Terms, and that you understand the terms and you agree to be bound by the Terms.

By continuing to use the Website and the Items, you represent and warrant to us that you have legal capacity to enter these Terms.

3. Licence to use Website, Content and Materials

We may provide you with certain other Items in connection with your use of the Website. Subject to these Terms, we grant you a license to use the Website, Content and Materials solely in connection with your use of the Items. The license created under these Terms is non-exclusive, limited, non-transferable, worldwide and revocable. You may not use the Website, Content or Materials for any purpose other than in accordance with the license that is provided under this clause, and the license to use this Website, Content and Materials terminates upon your cessation of the use of the Items or upon termination of the Contract.

4. Exclusion of Liability

The Website, Content and Materials are provided for general information only and may change at any time.

You accept and acknowledge that the Items may contain errors and inaccuracies.

Your use of the Website, Content and Materials is entirely at your risk. It is your responsibility to ensure that any goods, services, materials, content or other information available through the Website suits your particular purposes.

To the maximum extent permitted by law, we hereby expressly exclude any liability in relation to the accuracy, completeness, performance, reliability, timeliness, quality or suitability for a particular purpose of the Items.

To the maximum extent permitted by law, we will not be liable for any damage, loss, cost or expenses including legal costs and expenses, whether direct or indirect, incurred by you or in connection with your use of the items.

5. Indemnity

You hereby indemnify us (which, for the sake of clarity, also includes any of our employees, affiliates agent or other representatives) and you agree to defend us and to hold us harmless in relation to any and all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) which may arise from or relate to your use or misuse of the Items.

6. Termination

We may immediately terminate these Terms at any time, with or without cause.

We may specifically reserve the right to terminate these Terms if you breach these in any way.

These Terms terminate automatically if we cease to operate the Website for any reason.

If you have registered an account with us, you may terminate these Terms at any time by contacting us and requesting same.

At the termination of these Terms, any provisions which would by their nature be expected to survive termination shall remain in full force and effect, including but not limited to Our exclusions of liability as outlined in the "Exclusions of Liability" clause.

7. Acceptable Use

You agree not to use the Website or the Items for an unlawful purpose or any purpose prohibited under this clause. You agree not to use this Website or the Items in any way that could damage the Website, the Items or our general business.

You further agree not to use the Website or the Items to engage in any activity which is unlawful.

Unauthorised use by you of the Items may be a criminal offence and may give rise to a claim for damages.

8. Variation of Terms

You hereby acknowledge and agree that these Terms may be varied or amended from time to time in our sole discretion. If you continue to use the Website following any such variation or amendment, you will be deemed to have confirmed and agreed to the new Terms as varied or amended.

You agree to routinely monitor these Terms and refer to the Effective Date referred to at the top of these Terms in order to monitor any modifications or variations.

In the event that you fail to monitor any modifications to or variations of these Terms, you agree that such failure shall be considered an affirmative waive of your right to review the modified or varied Terms.

9. Third party links

You hereby acknowledge that we may from time to time include links or references to other websites, other content or other materials (hereinafter "Third Party Links"), none of which are controlled by us.

You hereby acknowledge that these Third Party Links are provided for your information only and we do not make any representations, warranties, or guarantees as to the accuracy, completeness, performance, reliability, timeliness, quality or suitability for a particular purpose of these Third Party Links. We do not endorse, approve, or support these Third Party Links.

You use the Third Party Links at your own risk.

10. Intellectual Property

The Terms contain intellectual property that is owned by us and or that is licensed to us. This includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Website, Content and Materials and Goods as well as all copyrights, trademarks, trade secrets, patents and other intellectual property contained in the Items.

You hereby acknowledge and agree that, as between us and you, we own all intellectual property rights in the Items and that nothing in these Terms amounts to a transfer of any intellectual property rights from us to you.

You hereby acknowledge and agree not to use the Company IP for any unlawful or infringing purpose.

All of the provisions of this clause in relation to “intellectual property” shall survive any termination of these Terms.

11. Privacy

Through your use of the Website, you may provide us with some of your personal information. By using the Website, you authorise us to use your information in Australia. We take our privacy obligations very seriously.

Please refer to our Privacy Policy for further information about what information we collect, how we use it and store it, and your rights in relation to it.

12. Definitions

“Australian Consumer Law” means the Australian Consumer Law which is contained in the Competition and Consumer Act 2020 (Commonwealth).

“Company IP” includes, but is not limited to, the contents, layout, design, colours, appearance, graphics and imagery of the Website, Content and Materials as well as all copyrights, trademarks, patents and other intellectual property contained in the Website, Content and Materials.

“Content” means any content, writing, images or other information published on the Website.

“Contract” means these terms and conditions.

“Dispute” means any dispute, controversy or claim arising out of or in relation to these Terms.

“Effective Date” means the date that these Terms come into force.

“Goods” means any or all goods provided by or on the Website.

“Identifying information” means information provided by you when registering to use the Items, including but not limited to your name, address and other personal information.

“Materials” means any materials, information or documentation that we may provide you in connection with your use of the goods or product including documentation, data, information developed by Us or owned by Us.

“Parties” means both you (user of the Website) and Us (owner of the Website) collectively.

“Product” means the website including all pages, sub pages and collected pages and all other connected internet content whatsoever, the home page or main page of which

is located at www.MindSite Web Services .com.au.

"Terms" means these terms and conditions.

"Us", "We", "Our" or "The Owner" refers to MindSite Web Services , and also includes any employees, affiliates, agents or other representatives of MindSite Web Services .

13. General Provisions

Australian Consumer Law: You have certain rights, warranties, guarantees, and remedies under the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Cth), and these rights, warranties, guarantees and remedies may not be restricted, modified or excluded by us. Our liability to you is governed solely by these Terms and the Australian Consumer Law.

Applicable Law: Your use of the Website and the Items is subject to the laws of New South Wales, Australia and each party submits to the jurisdiction of the Courts of New South Wales, Australia.

Severability: If any clause, or sub-clause of these Terms is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such circumstances, the remainder of these Terms shall continue in full force and effect.

Headings for convenience only: Headings of clauses and sub-clauses under these Terms are for convenience only. Headings shall not affect the meaning of any provision of these Terms.

Parties must take all reasonable steps: Each party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to these Terms and the events contemplated by them.

Changes to these Terms and Conditions

This Terms and Conditions was last updated on 1 April 2021.

We may change these Terms and Conditions from time to time. You should check these Terms and Conditions occasionally to ensure you are aware of the most recent version that will apply each time you access this website.

Contact us

If you have any questions about this Privacy Policy or the information we hold about you, please contact us by:

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Quakers Hill NSW 2763

Email: Contact@mindsite.com.au

Phone: (02) 9161 1696