

DGC Business and Technology Pty Ltd - Terms and Conditions of Use

Original Issue: April 2022

Reviewed Date: January 2024

Approval Authority: Mr Dan George

Policy Reference Number 2022/001

Introduction

DGC Business and Technology Pty Ltd welcomes you to our website!

Please read these Terms and Conditions of use carefully before using this website (**the Site**).

Application of Terms of Use

DGC Business and Technology Pty Ltd (**Website Owner**) owns and operates this Site. Access to and use of this Site is, and any products and/or services available through this Site (collectively, **Services**), are subject to the following terms, conditions, and notices (**Terms of Use**). By using the Services, you are agreeing to all the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

DGC Business and Technology Pty Ltd believes that clarity and transparency is an important part of our relationship with our customers.

The following Terms of Use will apply to all users (**the user or user's**) of the Site and will operate in conjunction with any other applicable terms and conditions, inclusive of the DGC Business and Technology Pty Ltd Privacy Policy (the details of which can be found under the heading Privacy Policy) and any Client Engagement Terms and Costs Agreement which exist with users of the Site.

In the event of a conflict between these Terms of Use and a Client Engagement Terms and Costs Agreement, the terms of the Client Engagement Terms and Costs Agreement will prevail.

In these Terms of Use, references to “**we**”, “**us**” or “**our**” are references to DGC Business and Technology Pty Ltd and its successors and/or permitted assigns, or any related bodies corporate. References to “**you**” and “**your**” or “**the user**” or “**user's**” and “**your**

organisation”, if you are a representative of your organisation, are references to each user of the Site.

Legally Binding Agreement

By accessing or making use of the Site, you acknowledge that you have read, accepted, and agreed to be legally bound by these Terms of Use as well as acknowledging and agreeing to be bound in respect of any notices, protocols, or guidelines applicable to the use of the Site and appearing on or in connection with the Site, which are incorporated herein by reference as part of these Terms. You acknowledge and agree that your access to, and use of, this Site is on an “**as is, as available**” basis.

The materials and content on this Site (**Content**) are designed for the user to be able to become informed of common technical concepts and issues. The Content is not created for a specific user's needs or circumstances and does not constitute technical advice. If you intend to rely on any of our Content, you will need to either seek your own technical advice or contact our offices to arrange for a consultation with one of our professionals to give client specific advice.

Website

Access to this Site is permitted on a temporary “**as is, as available**” basis, and we reserve the right to withdraw or amend Services without notice. We will not be liable if for any reason this Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts, or all, of this Site.

Amendments to Terms of Use

We reserve the right to amend these Terms of Use from time to time. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

Any changes to the terms take immediate effect from the date of their publication, so we recommend you keep a copy of the Terms for your records. DGC Business and Technology Pty Ltd may, but is not bound to, also issue an email notification to your registered email address.

Linked sites

This Site may contain links to other websites (**Linked Sites**), which are not operated by DGC Business and Technology Pty Ltd. DGC Business and Technology Pty Ltd has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

Acceptable Use

You are hereby advised that your access to and continued use of this Site will mean that you accept these Terms of Use. Should you not wish to be bound by these Terms you are required to exit the Site immediately and not access any of the content. In accessing and using this Site, you agree:

- That you may only use the Site strictly in accordance with these Terms, and all notices, protocols, guidelines, and other instructions provided or advised to you by DGC Business and Technology Pty Ltd from time to time.
- To provide true and correct information to DGC Business and Technology Pty Ltd in respect of any request or transaction made via this Site.
- Not to falsely represent your authority to make a request or transaction via this Site.
- Not to impersonate any person or falsely represent your association with any person or organisation.
- Not to provide false and misleading information in connection with this Site.
- Not to access or attempt to access information resources you are not authorised to use.
- Not to interfere with the rights of others to use the Site.
- Not to use the facilities and capabilities of the Site to conduct any activity or solicit the performance of any illegal activity.
- Not use the Site to disseminate false, malicious, or defamatory content.
- Not to attempt to modify, adapt, translate, sell, reverse engineer, decompile or disassemble any portion of the Site, including the use of automated tools.
- That we are not responsible for any damage to your computer, systems or software caused by your use of this Site, including by any virus

(irrespective of the origin of the virus) arising from your use of the Site; and

- That you will be deemed to have received email notices sent by DGC Business and Technology Pty Ltd to your registered email address when such notices have been received by your email system.
- Not to transmit nor distribute a virus, trojan, worm, logic bomb or any other divisive material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene.
- Not to hack into any aspect of the Service; corrupt data; cause annoyance to other users.
- Not to infringe upon any person's proprietary rights.
- Not to send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- Not to attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

Breaching these provisions may constitute a criminal offense and DGC Business and Technology Pty Ltd will be forced to report any such breach to the relevant law enforcement authorities and disclose your identity to them in such an event. DGC Business and Technology Pty Ltd will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

Privacy policy

DGC Business and Technology Pty Ltd regards customer privacy as an important part of our relationship with our customers.

Our privacy policy, which sets out how we will use your information, can be found at <https://www.dgcbts.com.au/>

By using this Website, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate. All personal information you provide is protected by the Privacy Act 1988

(Privacy Act) and handled in accordance with our Privacy Policy.

Operation of Site and Information Sharing

The Site has been implemented in a technical environment which is designed to provide high availability and to be reasonably fault tolerant.

The target availability is 24 hours per day, 7 days per week other than during maintenance windows as they arise from time to time. DGC Business and Technology Pty Ltd may alter, suspend, or decommission this Site at any time without giving reasons. Where reasonably practicable, DGC Business and Technology Pty Ltd will attempt to give prior notice of any such action but is not obliged to do so.

The material on this website and its content are designed for you to be able to inform yourself, generally, of common legal concepts and issues. The information is not intended to be, legal advice and may be not applicable to your specific needs, objectives, or circumstances. Your organisation may need to seek a legal advice, specialized for your own interests.

You should promptly notify DGC Business and Technology Pty Ltd if you discover or suspect any error or malfunction in the Site. In such an event, you agree to promptly provide to DGC Business and Technology Pty Ltd information and details regarding any error or malfunction of the Site to the extent reasonably necessary to identify, confirm, investigate, and rectify any such errors or difficulties (including where relevant any details of your operating environment or that of your organisation).

Intellectual property, software, and content

For the purposes of this clause "Intellectual Property" or "IP" includes all statutory and other proprietary rights in respect of intellectual property including copyright and neighbouring rights (including but not limited to rights in relation to software), all rights in relation to inventions (including registered and not yet registered patent rights), registered and unregistered trademarks, designs, domain names, the right to have Confidential Information (including trade secrets and know-how) kept confidential, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of DGC Business and Technology Pty Ltd or its licensors and are protected by copyright laws and treaties around the world.

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our website in accordance with these Terms, so you can use and access our site. The information on this website can only be accessed for personal or non-commercial use. DGC Business and Technology Pty Ltd does not grant you any other rights whatsoever in relation to the Website, Products and Services.

Unless you have obtained prior written permission, you cannot reproduce, publish, license, or alter any of the content found on this website. You are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website, nor may you use any such content in connection with any business or commercial enterprise. All other rights are expressly reserved by DGC Business and Technology Pty Ltd.

Disclaimer of liability

Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions, or warranties as to its accuracy.

To the fullest extent permitted by law DGC Business and Technology Pty Ltd hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

This does not affect DGC Business and Technology Pty Ltd liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third-party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked, or affiliated with DGC Business and Technology Pty Ltd and you should not rely on the existence of such a connection or affiliation.

Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to DGC Business and Technology Pty Ltd.

Indemnity

You agree to indemnify, defend, and hold harmless DGC Business and Technology Pty Ltd its directors, officers, employees, consultants, agents, and affiliates, from all third-party claims, liability, damages, or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

In addition to any other exclusions of liability under these Terms, you agree that DGC Business and Technology Pty Ltd will not be liable to you or your organisation for any loss or damage whatsoever that you or your organisation suffers or may suffer that arises directly or indirectly from:

- Unauthorised access to or alterations of your transmissions or data.
- Any attempt to use the Site without authorisation. This includes but is not limited to password cracking, social engineering (defrauding others into releasing their passwords), denial-of-service attacks, sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, harmful alterations of services, harmful and malicious destruction of data, injection of computer viruses, distribution of viruses using the Site, intentional invasion of privacy, reading of files without authorization; and
- Any other matter relating to this Site.

You and your organisation further agree to indemnify and hold harmless DGC Business and Technology Pty Ltd from and against any loss, damage, cost, expense, claim proceeding or liability of any kind (including costs of litigation and legal costs) that DGC Business and Technology Pty Ltd may incur to any third party that arises directly or indirectly from:

- Your breach of these Terms.
- Your use of any technical or professional advice provided to you by DGC Business and Technology Pty Ltd; and
- Your use of this Site and your activities in connection with this Site, except to the extent that any such loss, damage, cost, expense, claim proceeding, or liability arises solely from any act or omission involving fault on the part of DGC Business and Technology Pty Ltd.

Variation

DGC Business and Technology Pty Ltd must have the right in its absolute discretion at any time and without notice to amend, remove, or vary the Services or any page of this Website.

No Warranties

While we take care to ensure that the content on our Website is accurate, current, and complete, we do not represent, warrant, or guarantee its accuracy,

currency, or completeness (to the maximum extent permitted by law).

Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Governing Law and Jurisdiction

These Terms are governed by the laws of South Australia. The parties submit to the exclusive jurisdiction of the courts of South Australia.