



# FRONTLINEBI

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**FRONTLINEBI PTY LTD**  
(ACN 634 685 215)  
(Frontline)

## **TERMS AND CONDITIONS**

Frontline operates and provides this Website and its related Services subject to the following Terms and Conditions of use of this Website.

By accessing, browsing, or using this Website or Services you agree you have read, understood and agree to be bound by these Terms and Conditions and all applicable law and you acknowledge that this Website and Services are available for your use only on the condition that you agree to be bound to these Terms and Conditions. You should read these Terms and Conditions and the Frontline Privacy Policy carefully before using this Website.

Frontline reserves the right to revise and update these Terms and Conditions by making any changes immediately. We will notify you as soon as reasonably practicable after such changes have been made. We may revise these terms from time to time. The revised terms will take effect when they are posted on the Website and your continued usage of this Website after any changes to these Terms and Conditions will mean you accept those changes.

In these Terms of Conditions:

- (a) **Frontline, us, we, and our** means FrontlineBI Pty Ltd (ACN 634 685 215) its director/s, employees and agents, its subsidiaries, its holding companies or subsidiaries of such holding companies;
- (b) **Website** means Frontline's website <http://www.frontlinebi.com.au/>;
- (c) **You and your** refers to anyone who visits and/or uses this Website accepts these Terms and Conditions;
- (d) **Materials** means all of the materials displayed on the Website and the System, including (without limitation) all information, text, graphics, names, logos, trademarks, design, software and advertisements;
- (e) **System** means the web-based business management and automation software in the trades and service industry and all associated software or media, known as "FrontlineBi" provided by Frontline to You; and
- (f) **Services** means the services provided by Frontline to You on the System and/or Website.

## **PRIVACY**

We have adopted a Privacy Policy that you should refer to fully understand how we collect and use your information in accordance with the principles of the *Privacy Act 1988* (Cth) and the *Australian*



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*Privacy Principles.* You can access the Frontline Privacy Policy at <http://www.frontlinebi.com.au/privacy-policy>.

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You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution. Examples of violations include: accessing data unlawfully or without consent; attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; attempting to interfere with service to any user, host or network, including without limitation, via means of overloading, “flooding”, “mail bombing” or “crashing”; forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

## **HYPERLINKS**

Linking to our Website is prohibited (without out express written consent).

Links on our Website may direct you to third party websites, which are subject to their own Terms and Conditions. Your use of those websites is solely at your own risk and expense and Frontline accepts absolutely no responsibility and makes no claims, representations or warranties with regards to the use, quality, content, nature or reliability of any third-party websites.

## **YOUR ACCOUNT**

If you use this Website you be required to set up account and/or password(s). You are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, remove or edit content in our sole discretion. If you register on the Website, you agree that any information you provide to us will be current, accurate and complete. Frontline will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Frontline or another party due to the unauthorised use of your account and/or password either with or without your knowledge. You agree to notify Frontline immediately of any unauthorised use of your account and/or password(s), or other breach of security.

## **ELECTRONIC COMMUNICATIONS**

From time to time Frontline may offer a newsletter or service information updates. By accepting these Terms and Conditions, you consent to Frontline using your email address to send you Frontline newsletters or product or service information updates (as applicable). Frontline may also use your email address to send updates to you from time to time about changes to the System or Services.

If requested by you, Frontline will remove you from its mailing list in accordance with the Frontline Privacy Policy.

## **TERMINATION**



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Notwithstanding any of these terms of use, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use this Website, and to block or prevent future access to and use of this Website for any reason or no reason. Upon termination, these terms of use will still apply.

## **MATTER YOU MAY SUBMIT TO THE COMPANY**

From time to time Frontline may make available on the Website, bulletin boards, chat rooms, comment areas, billboards, forums, news groups, postings sections or similar communications facilities. In such instances, Frontline welcomes your comments regarding our Website, and Services. However, any notes, messages, billboard postings, ideas, suggestions, or other material which you submit to Frontline must not harass, slander, malign, libel, defame, threaten, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory, offensive or unlawful material.

Any and all notes, messages, billboard postings, ideas, suggestions, or other material which you submit to Frontline will become, upon your submission, the sole and exclusive property of Frontline. Frontline shall be and is entitled to use any kind and nature of material which you submit for any type of use in perpetuity, and including in any and all media whether now known or hereafter devised. By submitting material to this Website, you are agreeing and you do agree that Frontline has the right to use such material in any way, including as outlined above and for promotional and advertising purposes, without compensation of any kind to you. If you choose to send material to us, you are forever assigning all rights in such original creative materials to Frontline. By submitting any materials of any kind to Frontline, you represent and warrant that you hold all necessary right, title and license to such materials and that your submission of such materials to Frontline does not and will not violate or infringe the rights of any third-parties.

Frontline has no obligation to monitor the bulletin board services, chat rooms, postings sections, news groups, forums, communities and/or other message or communication facilities. However, Frontline reserves the right at all times and in its sole and absolute discretion, to disclose any information deemed by Frontline necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

You acknowledge that communications to or with bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities are not private communications, therefore others may read your communications without your knowledge. You should always use caution when providing any personal information about yourself or your children. Frontline does not control or endorse the content, messages or information found in any bulletin board services, chat areas, news groups, forums, communities and/or other message or communication facilities and, specifically disclaims any liability with regard to same and any actions resulting from your participation. To the extent that there are moderators, forum managers or hosts, none are authorised company spokespersons, and their views do not necessarily reflect those of Frontline.

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## WARRANTIES

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This Website is provided "as is" and Frontline excludes all warranties of any kind to the fullest extent permissible by law. Frontline does not guarantee the accuracy or completeness of the Website, or any information or content on the Website, or that the Website are free of defects or viruses and we accept no responsibility for viruses and defects.

It may be necessary to interrupt the services provided on Frontline's Website in order to upgrade or maintain them, or for other circumstances beyond Frontline's control. Should Frontline need to interrupt the availability of the Website and/or Services, Frontline will use its reasonable endeavours to minimise any interruption to the services.

Except to the extent that liability may not lawfully be excluded, Frontline will not be under any liability to you (or any of your officers, agents or employees) for:

- any loss of profit or anticipated profit, loss of data, loss of use, damage to goodwill or loss due to delay, or any direct or indirect loss or damage (including, without limitation, consequential loss or damage) however caused (including, without limitation, due to breach of contract, negligence or breach of statute) which may be suffered or incurred by you or which may arise from or in connection with your use of this Website or Services, or your use of or reliance upon any of the information, Materials contained on the Website, or provided by the Frontline to you; or
- any cost, loss, liability or expense arising from death, personal injury or property damage resulting directly or indirectly from your use of the Website or Services; or
- any failure by Frontline to exercise or enforce any one or more of its rights under these Terms and Conditions will not constitute a waiver of such rights unless such waiver is granted to you in writing.

Further, where the law implies a warranty into these Terms and Conditions, which may not be lawfully excluded, Frontline's liability for breach of such a warranty shall be limited at its option in the case of the Services to either supplying the services again or for an amount equal to having the Services supplied again.

Frontline shall not be liable to you or any person for any loss or damage of any kind which may arise from the use of this Website. Frontline may from time to time, publish links to other third-party websites on this Website. Contents, hyperlinks or information held on other sites is not the responsibility of Frontline. Frontline shall not be held liable for any information held on websites which may have links to or from this Website, and which are not maintained and controlled by Frontline. Frontline does not endorse any material on those websites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, merchantability, fitness for purpose



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Your use of any Materials or information provided on this Website and/or Services is entirely at your own risk. We assume no duty of care to you with respect to this Website and/or the use of the Services

The provision of information by you is strictly and solely your responsibility and will be relied upon by Frontline in relation to the Website and/or Services.

## **INDEMNITY**

You agree to defend, indemnify and hold harmless Frontline, our officers, directors, employees, agents, subcontractors, licensors, and suppliers, from and against all claims, actions, demands, liabilities and settlements, arising in connection with your use of the Website and/or Services or your breach of any of these Terms and Conditions.

## **APPLICABLE LAW**

By accessing, browsing or using this Website and/or the Services, you agree that the laws of Australia, without regard to principles of conflict of laws, will govern these terms of use and any dispute of any sort that might arise between you and Frontline or its related companies. Regardless of where you access this Website and/or the Services, you agree that any action at law or in equity arising out of or relating to these terms of use shall be filed and adjudicated only in the federal or state courts located in South Australia, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of such courts over any suit, action or proceeding between you and Frontline or any of its related companies.

## **ENTIRE AGREEMENT**

These terms of use constitute the entire agreement between you and Frontline with respect to this Website, and/or Services and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Website and/or Services. A printed version of these terms of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. The rights provided in these terms of use are cumulative and not exclusive of any other rights available in any other instrument or at law. These terms of use are in addition to and are not prejudiced by or merged in any right a party now has or may have. If any of these terms of use are illegal, void or unenforceable, they will be ineffective to the extent of the illegality, voidability or unenforceability, but without invalidating the remaining terms of use. Failure to exercise or delay in exercising, any right, power or



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remedy does not impair or operate as a waiver of any right, power or remedy. No single or partial exercise of any right, power or remedy precludes its further exercise or the exercise of any other rights, powers or remedies. Any waiver is effective only to the extent that it is in writing.

## **VARIATION**

These Terms and Conditions can only be amended or varied by Frontline at its own discretion and may not be amended or varied in any other manner.

## **ASSIGNMENT**

Frontline may assign or transfer its rights or obligations under these Terms and Conditions at its own discretion.

You are unable to assign any of your rights in these Terms and Conditions without the prior written permission of Frontline.

## **SEVERANCE**

If any part of these Terms and Conditions is prohibited, invalid, unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or effecting the validity or enforceability of that provision in any other jurisdiction.

## **CONTACT US**

If you have any questions or suggestions regarding these Terms and Conditions, please contact us on the detailed listed on the Website.