

# Terms of use

## **1. About this website**

Website Owner = Gavin Atkins (ABN 42 234 347 453) (“Gavin Atkins”)

Domain name = <http://www.GavinAtkins.com.au> (the “website”)

Access via = <http://www.GavinAtkins.com.au/index.html> (the “Home page”)

## **2. About these terms of use**

These website terms of use (“terms of use”) and the associated Privacy Statement (“privacy policy”) govern your access to and use of the website. You should read these terms of use and the privacy policy carefully before using this website.

## **3. Your access/use implies agreement**

The website is available for your use only on condition that you agree to these terms of use. By accessing/using the website, you are signifying that you agree to be bound by these terms.

## **4. Modifications to the Terms**

Gavin Atkins may revise and update these terms of use at any time. Your continued usage of the website after any changes to these terms of use will mean you accept those changes.

## **5. Modifications to the information**

Gavin Atkins does not warrant the accuracy, adequacy or completeness of material on this website. All information may be changed, supplemented, deleted or updated without notice at the sole discretion of Gavin Atkins.

## **6. Errors and problems**

Gavin Atkins does not guarantee that the website will be free from viruses, or that access to the website will be uninterrupted.

## **7. Gavin Atkins Privacy Policy**

The Gavin Atkins privacy policy declaring the company's commitment to the *Privacy Act 1988 (Cth)* (the “Privacy Act”) for a company that, while not required by law, has decided to opt in to requirements as detailed in the Privacy Act, a summary of which is available at:

[http://www.gavinatkins.com.au/PDF%20documents/C-3000Privac\\_Gavin\\_V1.0.pdf](http://www.gavinatkins.com.au/PDF%20documents/C-3000Privac_Gavin_V1.0.pdf).

## **8. License and Ownership**

The copyright for the content on this website is owned or licensed by Gavin Atkins and is protected under the *Copyright Act 1968 (Cth)* and by other copyright laws in both Australia and other countries. No material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of Gavin Atkins.

“W-O”, and all custom graphics, icons, and other items that appear on the website and all associated trademarks, are trademarks of Gavin Atkins.

## **9. Outbound links**

The website may contain links to third-party websites and resources ("linked sites"). These linked sites are provided solely as a convenience to you and not as an endorsement by Gavin Atkins. Gavin Atkins makes no representations or warranties regarding the availability, correctness, accuracy, performance or quality of the linked site or any content, software, service or application found at any linked site. Gavin Atkins may receive payments and/or commissions from operators of linked sites in relation to goods or services supplied by the operator as a result of you linking to the third party website from the Gavin Atkins website.

## **10. Inbound links**

Gavin Atkins generally encourages and agrees to your linking to the Home page through a plain text link on your website without the need for agreement between yourself and Gavin Atkins. However, linking to any other page of the website is strictly prohibited, without express written permission from Gavin Atkins.

## **11. Feedback, suggestions, comments or requests**

Gavin Atkins does not encourage you to make feedback, suggestions, comments or requests ("comments") but these comments may be made to [info@GavinAtkins.com.au](mailto:info@GavinAtkins.com.au) and if you do make comments, you acknowledge that: they will not be considered confidential or proprietary, and Gavin Atkins is under no obligation to keep such information confidential, and Gavin Atkins will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such comments in any manner it chooses.

## **12. Jurisdiction**

The Australian section is provided for use only by Australian residents. The law applicable to use of the Australian section and to disputes arising out of the Australian section is the law of the State of New South Wales; and

The International Section is provided for use by residents of any country in the world but, to the fullest extent permitted by law, the law applicable to use of the International Section and to disputes arising out of the International Section is the law of the State of New South Wales, Australia.

## **13. Disclaimer of Warranties**

Gavin Atkins makes no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or services provided by the website and disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

## **14. Limitation of Liability**

If Gavin Atkins is found responsible for any damages, Gavin Atkins is responsible for actual damages only. In no event shall Gavin Atkins, be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website.