

TERMS AND CONDITIONS

In these terms and conditions, “we” “us” and “our” refers to users of our iEC Platform (‘the Platform’), any applications individually within The Platform directly, managed community websites, or any white-labelled partner website provided as a sub-domain website or application plug-in (collectively termed ‘The Website’) who access The Platform and related services provided by iEC Professional Pty Ltd (‘iEC’) (ABN 34 610 127 547).

Your access to The Website, and use of any content on those websites or other website made available to you by us, is provided subject to the following terms and conditions.

We reserve the right to amend this notice at any time and your use of The Website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access The Website you read these terms and conditions.

These Terms and Conditions should be read jointly with third party conditions where data is stored as our community platform partner.

Registered Users

1. To access The Website, you must become a registered user. You must complete registration by providing certain information as set out on our membership/registration page. Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
2. You agree to ensure that your registration details are true and accurate at all times, and you undertake to update your registration details from time to time when they change.
3. On registration, we provide you with a password. On registration you agree to pay for our services as set out on our website (if applicable).
4. We reserve the right to terminate your registration at any time if you breach these terms and conditions.
5. Users who access The Website, either via a partner-branded website or directly in the iEC branded Website, agree to these Terms and Conditions as a condition of use.

Site Access

6. When you visit a The Website, we give you a limited licence to access and use our

product and services for business or personal use (and subject to any other specific limitations set out in any iEC application, product or service).

7. You are permitted to download a copy of Reports and associated information based on your Personal Information, or collectively that of your organisation, on The Website to your computer, or the use of any iEC Product you have purchased, for your use in accordance with your agreed user access rights and only provided that you do not delete or change any copyright symbol, trademark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights and will be a breach of these terms and conditions.
8. Except as permitted under the Copyright Act 1968 (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on The Website without our prior written permission.
9. The licence to access and use The Website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your meta-tagging or mirroring of our website.

Hyperlinks

10. The Website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on The Website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
11. Linking to The Website is not permitted unless with express written permission. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

12. The copyright to all content on The Website (including applets, graphics, images, layouts and text) and each iEC Application, Product or Service belongs to us or we have a licence to use those materials.
13. All trademarks, brands and logos generally identified either with the symbols TM or ®

which are used on The Website or in any iEC Application, Product or Service are either owned by us or we have a licence to use them. Your access to The Website does not license you to reproduce or otherwise use those marks in any way without our prior written permission.

14. Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through The Website becomes our property. If in future we use your Comments in promoting The Website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
15. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Disclaimers

16. The information we provide on The Website is of a general nature only. We are not providing professional advice and you should obtain professional or specialist advice that is appropriate to your circumstances and we give no warranty and accept no liability should you use the information without obtaining independent advice.
17. We give no warranty that the information is free from error or omission, and you should use your own care and skill when accessing and using it.
18. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
19. We take all due care in ensuring that The Website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of The Website or any linked website.
20. From time to time we may host third party content on The Website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owner of that material and we are not responsible for any errors or omissions in such material.

Limitation of Liability

21. To the full extent permitted by law, our liability for breach of an implied warranty or

condition will not be greater than the amount you paid to access The Website (or any amounts paid for the use of any iEC Product as the case may be).

Indemnity

22. By accessing The Website or using any iEC Product, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of The Website.

Jurisdiction

23. These terms and conditions are to be governed by and construed in accordance with the laws of Queensland and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Queensland and you agree to submit to the jurisdiction of those Courts.
24. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed, or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

25. We undertake to take all due care with any information including Comments which you may provide to us when accessing The Website as set out under law and/or to the extent agreed to under any Enterprise License entered into (if any). However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
26. We will only use your personal information for the purposes of delivering our products and services to you.
27. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our web sites.