

## Terms of Use

By choosing to access and use this Website you acknowledge and accept these Terms of Use. You agree that the then current version of the Terms of Use and the Privacy Policy attached to this website applies to your use of the Website. If you do not agree with them, you should not use the Website. If you do have any questions, please contact us using the 'Contact Us' page.

Use of the Website is subject to all applicable laws and regulations.

### 1. Definitions

In this document the following words have the meanings as set out below:

**"Content"** means all content contained on the Website, including without limitation any text, graphics, user interfaces, visual interfaces, photographs, icons, advertisements, databases, trademarks, logos, sounds, music, artwork, computer code and other material used, displayed or available on the Website.

**"Intellectual Property Rights"** means any trademarks, copyright, patents, design rights and all other forms of intellectual property rights vesting in the Content used, displayed, or made available on the Website.

**"Loss or Claim"** means any damage, losses (including consequential loss and loss of profit), costs or expenses (including reasonable legal fees) or liability incurred by a person, or a claim, action, proceeding or demand under or in connection with these Terms of Use, whether arising under contract, negligence or any other tort, under statute or otherwise at all.

**"A1 K9", "we", "us", and "ours"** refers to A1 K9 Security ABN 36 274 369 369.

**"User" or "You"** means any user of the Website.

**"Website"** refers to the A1 K9 website at <https://www.a1k9security.com.au/>

### 2. General

By accessing, viewing, browsing, or using our Website in any manner, you confirm that you have read and understood our Terms of Use, you have the capacity to be bound by our Terms of Use, and you agree to be bound by them.

Notwithstanding anything in these Terms of Use, certain legislation including the *Competition and Consumer Act 2010* (Cth), may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded, restricted or modified except to a limited extent.

To the extent that such legislation applies, these Terms of Use must be read subject to those statutory provisions and nothing in them is intended to alter or restrict the operation of such provisions.

### 3. License and Site Access

A1 K9 or third parties granting rights to A1 K9 hold title to the materials on this site, which are the copyrighted work of A1 K9 or such third parties.

A1 K9 grants you a limited license to access and make person, non-commercial use of this site, including the right to download and make a single electronic or hard copy of limited portions (including text, photos, videos, and graphics), provided that A1 K9 copyright is acknowledged on each page copies. However, you may not modify it or any portion of it. This license does not include any commercial use of this site or its contents. It does not include any collection and use of any product and service listings, descriptions, or prices; any derivative use of this site or its contents; or similar data gathering and extraction tools.

Neither this Website nor any portion thereof may be reproduced, duplicated, copies, sole or otherwise exploited for any commercial purpose. You may not frame or use framing techniques to enclose any portion of this site. You may not use meta tags or any other hidden text using A1 K9's name or trademarks. Any unauthorised use terminates the license to use granted herein.

### 4. Changes to Site

To improve our service to you, we reserve the right to make changes in the access, operation, and content of this site at any time without notice. We also reserve the right to make changes in the Terms and the Privacy Policy, so please check before each use for changes.

### 5. Confidential Information

A1 K9 discourages you from sending or posting to the site materials or information that you consider to be confidential or proprietary. Please note that if you do send such information, A1 K9 will assume that it is not confidential. By sending or posting such information or material, you grant A1 K9 an unrestricted license to use, reproduce, and distribute those materials or information, and you agree that A1 K9 may use any ideas, concepts, know-how or techniques that you send or post for any purpose.

## 6. Links

The Website may include links to Third Party Websites. A1 K9 makes no guarantee as to the content, functionality, integrity, quality, or accuracy of any Third-Party Websites.

Third Party Websites are subject to the terms and conditions outlined by that third party.

Any links to Third Party Websites do not:

- (a) indicate a relationship between A1 K9 and the third party; or
- (b) indicate any endorsement or sponsorship by A1 K9 of the Third-Party Website, or the goods or services it provides, unless specifically indicated by A1 K9.

## 7. No warranties.

The information on this site is provided for general information purposes only. While A1 K9 strives to provide only accurate information on this Website, you may discover some inadvertent inaccuracies in the information provided. Please bring them to our attention by using the Contact Us page. Since such mistakes may occur, A1 K9 makes no guarantees, warranties, or representations concerning the accuracy, reliability, fitness for any particular purpose, or completeness or any information on this site. We are providing the information on an "as is, where is" basis, and all warranties (express or implied) are disclaimed.

## 8. Indemnity

You agree to indemnify and hold harmless A1 K9, its employees, contractors, agents, and officers from and against any Losses or Claims arising out of or in connection with any of the following:

- (a) your breach of the Terms of Use, or
- (b) unauthorised access of the Website,
- (c) any violation or breach of any laws (including any act of fraud by or on behalf of you), or
- (d) the infringement of the rights of any third party.

For the avoidance of doubt, this indemnity will extend without limitation to any Losses or Claims A1 K9 may suffer as a result of the use by third parties of your account, except in circumstances where you can demonstrate to A1 K9's satisfaction that such third party obtained the relevant details through no fault of your own.