

TERMS OF USE (WEBSITE)

This website is owned and operated by Claimwise Australia Pty Ltd ACN 642 456 620 (“**Claimwise**”).

Access to and use of this website, and the products and services made available through this website (collectively, “**Services**”) is subject to the following terms, conditions and notices (“**Terms of Use**”). By using the Services and accessing this website, you are agreeing to be bound by all the terms and conditions 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 and refrain from using this website if you do not accept the Terms of Use.

In these Terms of Use, the expression **we**, **us** and **our** are a reference to Claimwise.

This website provides you with general information on certain policies and procedures of the Services offered by us to you. This information and any other material on this website are to assist you and should not be relied on as legal advice or as a substitute for legal advice. The communication of information from this site does not and should not be taken by you to give rise to a Lawyer-Client relationship between you and us or any other party.

1. Cost of use of Services

Should you elect to engage our Services, we offer and you accept that the use of the Services by you is subject to the fees contained within the Costs Agreement.

2. Amendments to Terms of Use

We reserve the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this website. 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.

3. Website

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

4. Prohibitions

You must not misuse this website. You will not:

- (a) commit or encourage a criminal offense;
- (b) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- (c) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- (d) infringe upon the rights of any other person's proprietary rights;
- (e) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- (f) attempt to affect the performance or functionality of any computer facilities of or accessed through this website.

Breaching this provision would constitute a criminal offense and we will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We 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.

5. Intellectual property, software and content

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 us or our licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by us and our licensors. You may store, print and display the content supplied solely for your own personal use. 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.

6. 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 we hereby expressly exclude 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 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 our 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

7. Disclaimer as to ownership of trade marks, 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 us and you should not rely on the existence of such a connection or affiliation. Any trademarks or names featured on this website are owned by the respective trade mark owners. Where a trade mark 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 us.

8. Indemnity

You agree to indemnify, defend and hold us harmless and our directors, officers, employees, consultants, agents, and affiliates, from any and 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.

9. Variation

We must have the right in our absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this website

10. 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 or sub-clause or part of a clause or 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.

11. 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.

12. Complaints

We operate a complaints 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.