

In these Terms, '**us**', '**we**' and '**our**' means openXchange (ABN 54 736 011 255).

Thank you for visiting our website, <https://openXchange.com.au/>. By accessing this website and related services, you agree to be bound by these Terms and Conditions (**Terms**) and warrant that you have legal capacity to enter into a binding contract and will comply with the Terms at all times.

You must review our Terms carefully and immediately cease using our website if you do not agree to these Terms.

Linked Sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for or have any control over or rights in the content on those linked websites.

Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website does not grant or transfer any rights, title or interest to you in relation to this website or the Content. We only grant you permission to access the website and view the Content on these Terms. Except for the resources available in the openXchange Knowledge Centre, all other use, reproduction or redistribution of the whole or any part of this website and any other Content is prohibited to the maximum extent permitted by law and may result in you incurring civil and criminal penalties.

No commercial use

This website is for your personal and professional, non-commercial use only. You must not use this website to further any commercial purpose in any circumstance.

For the avoidance of doubt and without limiting any of the Terms, you must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website.

Use

By using this website, you warrant and represent that you will not:

1. provide your log-on credentials to any third party;
2. use this website in a way that breaches the Terms, any laws or infringes any rights of third parties;
3. interfere with anyone else's use of this website, including sending spam; and
4. copy, scrape or reproduce content from this website including information about third parties without their consent.

In consideration of the circumstances, and where we think it is reasonable to do so, we may suspend or terminate your access to this website and reserve the right to take any appropriate steps at law to protect our interests or those of third parties.

Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

1. any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
2. using this website to defame or libel us, our collaborators or other individuals;
3. uploading files that contain viruses that may cause damage to our property or the property of other individuals;
4. posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.
5. Posting reviews for Content and Collaborators of the platform that is deemed inappropriate.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

Access

We reserve the right to restrict, suspend or terminate without notice your access to any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

Warranties

To the maximum extent permitted by law, we make no warranties or representations about this website, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

Nothing in the Terms purports to modify or exclude the conditions, warranties, and other legal rights under the Competition and Consumer Act 2010 (Cth) and Competition and Consumer Regulation 2010 (Cth) (**Australian Consumer Law**).

Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, cost, damage or liability – irrespective of the manner in which it occurs – which may be suffered due to your use of our website or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. By using this website, you agree to irrevocably release us from any such claims.

For the avoidance of doubt and without limiting these Terms, we specifically exclude all liability to you or anyone else for any loss or damage caused by interference with or damage to your computer systems in connection with the use of this website, or a linked website or website. You must take your own precautions to ensure that your device remains free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your devices.

Jurisdiction and governing law

Your use of the website and these Terms are governed by the laws of Victoria, and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

Feedback and complaints

We welcome any feedback our customers have regarding this website and how we can improve your user experience. In the event of any bug or software issues, general feedback and/or complaints, please contact contact@openxchange.com.au