



## **Terms and Conditions of Use**

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### **Disclaimer of Liability -General Disclaimer**

We are not liable to you or anyone else for any Loss in connection with use of this Website or a Linked Website or the failure to provide this Website.

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You must abide by any Terms and Conditions posted on the Website. You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of, or in any way connected to, the use of the Website by you.

### **Charges**

You are responsible for the costs of all Internet access and telecommunications charges incurred when using the Website and accept that your use of the Website is your responsibility and is at your own risk entirely.

Call Australia operates secure servers to minimise the risk of unauthorised use of credit card information but unauthorised credit card use is at your risk.



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- commercialise any information, products or services obtained from any part of this Website, without our written permission.

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If you use any of our trade marks to refer to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

- In or as the whole or part of your own trade marks;
- In connection with activities, products or services which are not ours;
- In a manner which may be confusing, misleading or deceptive;
- In a manner that disparages us or our information, products or services (including this Website).

## **Linked Websites**

This Website may contain links to Linked Websites. Those links are provided for convenience only and may not remain current or be maintained. We do not make any representation as to the accuracy or sustainability of any of the information contained on those other sites, and do not accept any responsibility or liability for the conduct or content of those other sites.

Links to those Linked Websites should not be construed as any endorsement, approval, recommendation, or preference by us of the owners or operators of the Sites, or for any information, products or services referred to on those Other Websites.

Unless stated otherwise on this Website, we have:

- a. no relationship with the owners or operators of those Linked Websites; and
- b. no control over or rights in those Linked Websites.

## **Personal Information**

When transacting with you we may ask you for personal details such as your name, address and email address so that we can accurately identify who is using our services. By accessing the Website you consent



to us sending you commercial electronic messages. If you do not want us to send you commercial electronic messages you may ask us not to by sending a blank email to [unsubscribe@CallAustralia.com.au](mailto:unsubscribe@CallAustralia.com.au).

For information on our policies for the protection of Personal Information please see our [Website Privacy Statement](#).

### **Cookies**

"Cookies" are a standard for storing small pieces of data on a web client (ie. the web browser on your computer). Any Web server (including this one) may:

- store one or more cookies in your browser; or
- request your browser to transmit the data to the Web server.

This Website may store cookies on your Web client in order to better serve you upon your subsequent visits to this Website.

By using cookies, Websites can track information about visitors' usage of the site, provide customised content, or even the use of password protection. Note that some browsers can be configured to allow cookies to be accessed by servers other than the originating server.

Please note that most Web browsers can also be configured to notify the user when a cookie is received, allowing you to either accept or reject it. For further information about working with cookies:

- for Internet Explorer, visit [www.microsoft.com](http://www.microsoft.com); and
- for Netscape Navigator, visit [www.netscape.com](http://www.netscape.com).

Note that the servers listed above may also cause a cookie to be stored on your computer. If you are using a browser not listed above, please consult your documentation or the manufacturer.

### **Security of Information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information or content which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

### **Termination of Access**

Access to this Website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

### **General**

In these Terms and Conditions:

- "Call Australia" means Call Australia Pty Limited (ACN 082 583 501), and any of its associates, employees, agents, contractors, and any other person contributing to this Website.
- "Intellectual Property" means any and all intellectual and industrial property rights throughout the world including but not limited to any copyright, trade mark, domain name, business name, design, patent, circuit layout, semi-conductor or other similar proprietary rights and licences and sub-licences of such rights (irrespective of whether or not such rights are registered, or formal or informal); trade



secrets, technical or non-technical data, knowledge, information or documentation; secret or confidential operations or information; business systems, business methods or business plans (whether registered, registrable, formal, informal or otherwise); customer lists, supplier lists and other proprietary lists, names, addresses or information not generally known; techniques, diagrams, data, proofs, prints, particulars, inventions and prototypes.

- "Linked Websites" means Websites of people other than Call Australia which are hyperlinked from this Website.
- "Loss" means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered.
- "Personal Information" means any information from which your identity is apparent or can be reasonably ascertained as defined in the Privacy Act 1988 (Cth).
- This "Website" means the whole or any part of the web pages located at <http://www.callaustralia.com.au> (including the layout of this Website; individual elements of the Website design; underlying code elements of this Website; or text, sounds, graphics, animated elements or any other content of this Website).
- "We" and "us" refer to Call Australia, and "our" has a similar meaning.

These Terms and Conditions are governed by the laws in force in New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions or this Website.

Nothing contained in these Terms and Conditions derogates from Call Australia's right to comply with law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by Call Australia with respect to that use.

#### **To Return to the Website**

To return to the [Website](#), click where indicated. By doing so, you acknowledge that you have read, understood and accept the above terms of use.