

# Orbyt Corporation Limited - Website Terms and Conditions

**1 April 2021**

## **1. Introduction**

- (a) In this document, 'Orbyt' 'we', 'us' and 'our' are references to Orbyt Corporation Limited (ACN 636 008 556) and its related bodies corporate.
- (b) You are responsible for all of your activity in connection with accessing and using the Website.
- (c) By using the Website, you accept these terms and conditions, our Privacy Policy, disclaimers and any other terms and conditions on the Website. We can amend or vary these at any time for legitimate business, or legal or regulatory compliance reasons. We will not notify the variation to you if it is a minor change, required by law, or necessitated by an immediate need to restore or maintain the security of the Website. We will give advance notification via the Website of any amendments that may cause you detriment. In either case, any subsequent use by you of the Website will constitute an acceptance of any such changes.
- (d) We may terminate your access to the Website without notice if you commit a material breach of these terms and conditions that is, in our opinion (acting reasonably), incapable of rectification.
- (e) We reserve the right to change or discontinue any feature on the Website, the availability of the Website and any software required to access it at any time for legitimate business, or legal or regulatory compliance reasons.
- (f) In the case of any material or persistent breach of the terms and conditions governing the grant of the licence to you to use the Website, we, acting reasonably, reserve the right to seek all remedies available at law or in equity.

## **2. General information**

- (a) The Website is intended for use within Australia. Any information on the Website are only valid for Australian residents unless otherwise stated.
- (b) The information on the Website is given in good faith and is of a general nature and does not comprise professional advice or product recommendation. In preparing the information on the Website (including any information which you may obtain by using any online tool, such as calculators), we have not taken into consideration your objectives, financial situation or needs. Therefore, before making any financial decision please seek your own professional financial, taxation and/or legal advice.
- (c) You must make your own assessment as to the appropriateness for you of any information provided on the Website.
- (d) This Website does not contain a comprehensive list of all Australian Government and State COVID 19 (Coronavirus) incentives, grants, rebates, subsidies and loans ("Incentives") and there may be other Incentives available to small businesses.
- (e) Unless otherwise stated, any estimates of Incentives that you may be eligible for via obtaining information on the Website is for illustrative purposes only. Any actual amounts you are eligible for will depend on your application to the relevant Government Authority.

- (f) You must not construe anything on this Website as an offer from us to sell any products or services to you.

### **3. Licence to use website**

- (a) Unless otherwise stated, we own the intellectual property rights in the Website and certain material on the Website. All our rights are reserved. You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to any restrictions set out below and elsewhere in these terms and conditions.
- (b) You must not use or duplicate the Website, or material on the Website for any other purpose without our express written consent.
- (c) All names, logos and trademarks on the Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

### **4. Acceptable use**

- (a) You must not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful.
- (b) You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus or any other malware. You must not conduct any systematic or automated data collection activities of any type on or in relation to the Website without our express written consent.
- (c) You must not bypass any security mechanisms imposed by the Website, or tamper with, hinder the operation of or make unauthorised access or modifications to the Website.
- (d) You agree to indemnify us and keep us indemnified against all actions, claims, costs, demands, damages (including legal costs on a full indemnity basis) or liability incurred or arising relating to your use of or inability to use the Website, your use of any information contained in it, and/or liability arising in any manner from a breach by you of these terms and conditions, except to the extent that any actions, claims, costs, demands, damages or liability is caused by the gross negligence, fraud or dishonesty of Orbyt or our agents.
- (e) These terms and conditions do not exclude, restrict or modify the provisions, available rights or remedies, or our liability under the Australian Consumer Law or any other applicable laws, where doing so would contravene the applicable laws or make any part of these terms and conditions void.

### **5. No warranties**

- (a) We use reasonable efforts to maintain the Website. However, the Website is provided 'as is' and 'as available'.
- (b) We do not:
  - I. guarantee the security of the Website or the security of any information that you transmit using the Website, that the Website will be free from viruses, or that access to the Website will be uninterrupted;

- II. give any warranties or representations on the quality, accuracy, currency or completeness of the information on the Website or information accessible via the Website; and
  - III. in the absence of our fraud or dishonesty, accept any liability arising in any way including by reason of negligence for, errors in, or omissions from, the information on the Website;
- (c) All warranties and conditions (whether express or implied) are excluded to the extent permitted by law.
  - (d) Use of the content on the Website and any use of the Website is at the user's sole risk. For example, we do not guarantee that the provision of the Website will be continuous or fault free, as you may not always be able to access the Website as a result of scheduled or unscheduled maintenance, or for other reasons.

## **6. Third party websites and third party content**

- (a) The Website contains links to, or displays content from, third parties (Other Content) which we provide for your convenience.
- (b) We do not operate or control third party websites and we do not endorse or approve any Other Content;
- (c) We make no warranties or representations regarding their quality, accuracy or completeness. Accessing these links and the use of these Other Content are solely at your own risk. We accept no responsibility and will not be liable for any loss or damage whatsoever suffered as a result of you doing so.
- (d) Third party websites will each have their own privacy policy. Please ensure that you have read and fully understand their privacy policy prior to using their site.

## **7. Limitation of liability**

- (a) If you have rights in relation to any information used by you as a consequence of your use of the Website that cannot lawfully be excluded, to the extent permitted by law, our liability in respect of any such right is limited to the lesser of:
  - I. the price paid by you for that information; or
  - II. a maximum of A\$1,000

## **8. Law and jurisdiction**

- (a) Use of the Website and these terms and conditions are governed and interpreted in accordance with the laws of New South Wales, Australia.
- (b) The parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia for determining any dispute concerning these terms and conditions.

## **9. Privacy**

We are committed to protecting your privacy. Please see our Privacy Policy which explains how your personal information will be treated, including when you access and interact with the Website. Our privacy policy may change from time to time.

## 10. Data collection and marketing

- (a) When accessing the Website, we will only collect your email address if you provide this to us by opting in to receive a newsletter or requesting a copy of the Incentive output results.
- (b) You agree that we can use your email address to communicate with you in the future about Orbyt products and services and if you do not wish to receive information about the Orbyt products and services you can opt out by emailing <https://thesmecircle.com.au/>

## 11. Severability

If a court of any other authority finds any of these terms and conditions to be void or unenforceable, the remaining terms and conditions continue to apply.

## 12. Further information

We have taken all reasonable care in compiling the content of the Website, but we cannot guarantee that it would contain all the information you need to answer all your questions. For information and assistance, please contact us by emailing <https://thesmecircle.com.au/>