

**1. About**

This Website ([www.ecodynamics.com.au](http://www.ecodynamics.com.au)) is owned and operated by ecoDynamics Group Pty Ltd (**ecoDynamics, we, us or our**). The use of this Website is governed by the following Terms and Conditions, our Privacy Policy and any other terms and conditions, notices and disclaimers displayed elsewhere on the Website relating to your use of the Website as amended by us from time to time.

**2. Acceptance of these Terms**

- 2.1. By using this Website, you accept these Terms and Conditions (**Terms**), on behalf of yourself and any related business, by buying the Products, using the Services, making payment to us, or browsing the Website. If you do not agree with the Terms, you must cease use of the Website and the Services immediately.
- 2.2. You must not use this Website if you are not of a legal age or capacity to form a binding contract with us.
- 2.3. ecoDynamics reserves its right to review and change the Terms by updating this page at its sole discretion. If and when ecoDynamics updates the Terms, it will use reasonable endeavours to provide you with notice of the same. Any changes to the Terms take immediate effect from the date of their publication.

**3. Use of the Website**

- 3.1. You must only use this Website in accordance with these Terms, any directions given by us and all laws and regulations that apply to you.
- 3.2. You must not, and not cause or permit a third party to:
  - (a) use this Website in a manner or for a purpose which is improper, unlawful or fraudulent, which infringes any person's intellectual property rights, or which restricts or interferes with our provision of this Website to any other users;
  - (b) reverse engineer, reverse assemble or reverse compile or copy or duplicate or modify or make derivative works of or re-sell all or any part of this Website;
  - (c) gain or attempt to gain unauthorised access to any part of this Website, or our computer systems or networks connected to this Website, including through hacking, password mining or any other means; or
  - (d) use data mining, robots, screen scraping or similar data gathering and extraction tools on this Website for establishing, maintaining, advancing or reproducing information contained in this Website, on your own Website or in any other publication, or for your own personal use or benefit (other than as expressly set out in these Terms), except with our prior written consent.

**4. Website Content**

- 4.1. The content on this Website includes product related information that comes from a variety of sources and authors, including our staff, contractors and suppliers. It is intended for general use only and we do not warrant that the information is accurate, complete or relevant to your circumstance.
- 4.2. This Website may contain links to external Websites not operated by us and we take no responsibility for, or endorse, the content of such Websites.

**5. Providing Quotations**

- 5.1. Quotations provided on the Website are an approximation and is not guaranteed. The estimate is based on information provided from you regarding project requirements. Actual cost may change once all project elements are finalized or negotiated.

**6. Intellectual Property Rights**

- 6.1. All the content on the Website, including images, designs, layout elements, logos, artistic works, photographs, literary works and all other copyright materials ("the Content") are owned or licensed by us. Nothing in these Terms constitutes a transfer or license of any intellectual property rights. All rights in respect of the Content are hereby reserved.
- 6.2. We authorise your use of the Content for the purpose of viewing and using our Website, or in ways permitted under applicable laws. However, use of the Content for any other purpose, (including reproduce, modify, copy, distribute, transmit, communicate, display, publish, adapt or use any material in any way the Content or third-party content for any purpose) without our written consent is prohibited.
- 6.3. Our trade marks, registered or unregistered, are displayed on our Website. must not be downloaded, copied and or used for any purpose without the permission of its respective owner. Reproducing our trade mark without our permission may amount to infringement of our rights.
- 6.4. You acknowledge and agree that ecoDynamics exclusively and unconditionally owns the Moral Rights in all the Derivative Materials, Materials and documents relating to the Website or Services. You acknowledge and agree that to the extent that you have Moral Rights in any of the Content, Derivative Materials, Materials and documents relating to the Terms, you provide a Moral Rights Consent to ecoDynamics.
- 6.5. Our third-party partners may be granted a limited licence to display our trade mark and/or copyright materials to promote the sale of Products, at our complete discretion. Please contact us if you are interested in reproducing anything displayed on our Website.

**7. Warranties and disclaimers**

- 7.1. While we will attempt to ensure that the information provided on the Website is correct, we do not guarantee the reliability, accuracy or completeness of that information.
- 7.2. You acknowledge and agree that:
  - (a) the use of the Platform, the Services, and any of the Products is at your own risk. Everything on the Platform, the Services, and the Products, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind;
  - (b) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
  - (c) We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee that cannot be excluded under consumer laws) arising out of or in connection with the products, use of the products supplied to you, the late supply of products or otherwise arising in connection with any transaction undertaken or attempted to be undertaken through our Website, including subscription to the mailing list (whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise).
- 7.3. Subject to any non-excludable liability implied by legislation (including under Australian Consumer laws), our liability, (including that of our related companies and their directors, officers, employees, agents and contractors) in connection with goods or services supplied to you will be limited to:
  - (a) in relation to goods, the replacement or repair of the goods, the supply of equivalent goods, the payment of the cost of replacing or repairing the goods or the payment of the cost of obtaining equivalent goods; and
  - (b) in relation to services, the supply of the services again or the payment of the cost of having the services supplied again.

7.4. We make no representation, warranty or guarantee that your access to, and use of, the Website will be uninterrupted, secure, error-free, free of viruses or unauthorised code or other harmful components and we reserve the right to discontinue operating the Website at any time without notice to you.

7.5. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

## **8. Liability**

8.1. In no event shall we be liable to you or any third party, for any direct, indirect or consequential loss, damage or expense, which may arise in connection with these Terms, Privacy Policy or use of the Website.

## **9. Indemnity**

9.1. You agree to indemnify ecoDynamics, third party content providers and licensors from and against all actions, suits, liabilities, expenses, damages, losses, demands incurred or arising of in connection with your use of the Website and the Services.

9.2. This indemnity will survive the termination of the Terms.

## **10. Security Policy**

10.1. While we take all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on our systems or on the Website. Should this occur, we disclaim all liability to you to the greatest extent possible pursuant to law.

10.2. You are entirely responsible for any and all activities that occur under your Account. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you.

## **11. Privacy policy**

11.1. You acknowledge and agree that we may store the personal information provided to us by you via our Platform, for the purpose of processing your order (including disclosure to third parties), for our internal record keeping purposes and our direct marketing purposes.

11.2. Please find further information regarding your privacy and information collection at our Privacy Policy. If you would like any further information about privacy policies or practices, please contact us at [info@ecodynamics.com.au](mailto:info@ecodynamics.com.au).

11.3. By providing your Personal Information to us, you consent to collection, use, storage and disclosure of that information as described in our Privacy Policy and these Terms.

## **12. General**

12.1. You must comply with all applicable laws, regulations, and codes in relation to your access to, or use of the Website.

12.2. A right relating to the Terms may only be waived by us in writing. Our failure to exercise or enforce any rights or any provision of the Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

12.3. The Terms are governed by, and are to be construed in accordance with, the laws in force in the State of Victoria, and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts in that State.

- 12.4. These Terms constitute the entire agreement between the parties and supersedes all previous agreements, arrangements, undertakings between the parties.
- 12.5. If any provision of the Terms is held void, unenforceable or illegal, that provision will be severed, and the rest of the Terms will have full force and effect.
- 12.6. Any provision of this Agreement which is prohibited or unenforceable will be ineffective to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of these Terms.

ecoDynamics acknowledges the Traditional Custodians of the land on which we meet and work. We wish to pay respect to Elders - past, present, and emerging - and acknowledge the important and vital role all Aboriginal and Torres Strait Islander people continue to play within Australia.

**Privacy Policy Complaints and Enquiries**

If you have any queries or complaints about our website Terms and Conditions, please contact us by sending an email to [info@ecodynamics.com.au](mailto:info@ecodynamics.com.au).

**Breaching the Policy**

In the case of employees of Ecodynamics Group who are found to have breached this Policy, they may be subjected to disciplinary action in accordance with relevant Ecodynamics Group policies. The type and severity of the disciplinary action will depend upon the circumstances of the case and the seriousness of the breach. In serious cases, this may include termination of employment.

In the case of contractors or agents of Ecodynamics Group who are found to have breached this Policy may have their contracts with Ecodynamics Group terminated or not renewed.

**Policy Review**

ecoDynamics Group may make changes to this policy from time to time. The Policy is available on our website.

Date of Issue	February 2023
Approved By	Dr Nicholas Somes ecoDynamics Group Director 