

## Terms and Conditions ("Terms")

Last updated: 30/10/2017

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://kontikimedical.com.au/> website.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### Acceptable use

You must not use this 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, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Kontiki Medical Centre's express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without Kontiki Medical Centre's express written consent.]

### No warranties

This website is provided "as is" without any representations or warranties, express or implied. Kontiki Medical Centre makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Kontiki Medical Centre does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

### Limitations of liability

**Kontiki Medical Centre will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:**

- **[to the extent that the website is provided free-of-charge, for any direct loss;]**
- **for any indirect, special or consequential loss; or**
- **for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.**

**These limitations of liability apply even if Kontiki Medical Centre has been expressly advised of the potential loss.**

### **Exceptions**

**Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Kontiki Medical Centre's liability in respect of any:**

- **death or personal injury caused by Kontiki Medical Centre's negligence;**
- **fraud or fraudulent misrepresentation on the part of Kontiki Medical Centre; or**
- **matter which it would be illegal or unlawful for Kontiki Medical Centre to exclude or limit, or to attempt or purport to exclude or limit, its liability.**

### **Reasonableness**

**By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.**

**If you do not think they are reasonable, you must not use this website.**

### **Other parties**

**[You accept that, as a limited liability entity, Kontiki Medical Centre has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Kontiki Medical Centre's officers or employees in respect of any losses you suffer in connection with the website.]**

**[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this website disclaimer will protect Kontiki Medical Centre's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Kontiki Medical Centre.**

### **Unenforceable provisions**

**If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.**

### **Indemnity**

**You hereby indemnify Kontiki Medical Centre and undertake to keep Kontiki Medical Centre indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Kontiki Medical Centre to a third party in settlement of a claim or dispute on the advice of Kontiki Medical Centre's legal advisers) incurred or suffered by Kontiki Medical Centre arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].**

#### **Breaches of these terms and conditions**

**Without prejudice to Kontiki Medical Centre's other rights under these terms and conditions, if you breach these terms and conditions in any way, Kontiki Medical Centre may take such action as Kontiki Medical Centre deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.**

#### **Variation**

**Kontiki Medical Centre may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.**

#### **Assignment**

**Kontiki Medical Centre may transfer, sub-contract or otherwise deal with Kontiki Medical Centre's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.**

**You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.**

#### **Severability**

**If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.**

#### **Entire agreement**

**These terms and conditions [, together with [DOCUMENTS],] constitute the entire agreement between you and Kontiki Medical Centre in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.**

#### **Law and jurisdiction**

**These terms and conditions will be governed by and construed in accordance with Australian Law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of Australia.**

### **Links To Other Web Sites**

**Our Service may contain links to third-party web sites or services that are not owned or controlled by **Kontiki Medical Centre****

**Kontiki Medical Centre has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that **Kontiki Medical Centre** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.**

### **Changes**

**We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.**

### **Contact Us**

**If you have any questions about these Terms, please contact us.**