# **TERMS & CONDITIONS**

Welcome to the Aryon website. This website is operated by Aryon. Throughout the site, the terms "we", "us" and "our" refer to www.aryon.com.au offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

# 1. GENERAL TERMS

- 1.1. If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Aryon to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.
- **1.2.** You agree that any cause of action related to or arising out of your relationship with Aryon must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms of Use and your use of the Site are governed by the federal laws of Australia, without regard to conflict of law provisions.

## 2. DISCLAIMER

- **2.1.** Aryon has done its best to maintain the accuracy of the information on this website, however, cannot accept responsibility for any prejudice, loss or damage which may occur from use of said information.
- **2.2.** Aryon does not provide quality control of external links; the inclusion of any company's names or legal entity within the pages of this website should not be construed as a recommendation of that company's or legal entity's products and/or services.
- 2.3. If you find anything on this website that causes concern please send us an email: sales@aryon.com.au

## 3. ELECTRONIC COMMUNICATIONS

- 3.1. When you use the Aryon website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Aryon services, such as our Message Center, and you can retain copies of these communications for your records.
- **3.2.** You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### 4. TERMINATION OF USE

**4.1.** Aryon may terminate this agreement with immediate effect and/or may immediately suspend or terminate your access to the website and our services without prior notice if we are unable to establish the accuracy or legitimacy of any information posted by you and you fail upon request to present www.aryon.com with sufficient information to establish correctness:

#### 5. OUR COOKIES POLICY

- **5.1.** Aryon uses the "cookies" technology to make it possible for our users to always enjoy a user friendly registration process. Our use of cookies also helps us to improve users' general experience. We may automatically, through the use of cookies, collect information about your online activities on our website, such as the links you opened, the pages viewed by you, and the searches you carried out on our website.
- **5.2.** You have the choice of denying cookies on your browser but your denial of cookies may mean that you will not be able to use some of the interactive features provided on our website.

## 6. HOW WE USE COOKIES

- **6.1.** Aryon use cookies for a variety of reasons detailed below. Unfortunately in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.
- **6.2.** Aryon uses session cookies and persistent cookies on this website, for the following purposes:
  - (1) Make our website function as you would expect
  - (2) Offer you quality services at affordable rates
  - (3) Remember your settings whenever you visit this website and between sessions
  - (4) Enhance the security/speed of our website
  - (5) Consistently improve our site for you

#### 7. ADVERTISING COOKIES

7.1. We use adverts to offset the costs of running this site and provide funding for further development. The behavioral advertising cookies used by this site are designed to ensure that we provide you with the most relevant adverts where possible by anonymously tracking your interests and presenting similar things that may be of interest.

## 8. INTERNET COOKIES

8.1. Aryon may use a feature of your Internet browser called a "cookie" to assign a unique identification to your computer to maintain a session state. These short-lived cookies are not written to your hard drive and are removed when you close the browser. This means that not only are your web activities kept private, but also that your hard drive memory is not depleted. Our customizable user preferences feature uses a single cookie, which is stored on your local hard drive. This cookie is used for user customizable privacy options. Aryon does not, and will not, use cookies to retrieve personal information about you.

#### 9. BLOCKING/DISABLING COOKIES

- **9.1.** Most browsers allow you to block cookies. However, cookies are perfectly safe to be stored on your computer and almost all web browsers have cookie storing enabled as default. However, all browsers have the option of disabling cookies being stored on your computer if you wish to do this. Please be aware that disabling cookies on your browser will reduce your ability to use our website features
- **9.2.** Aryon uses cookies to process your services. Disabling your cookies will mean you cannot fully benefit from our fast, convenient and easy to navigate website. This would also be a common experience of reduced functionality across many websites.

## 10. PRIVACY POLICY

**10.1.** Aryon (www.aryon.com) is committed to maintaining user privacy on our website. Aryon respects the privacy of all its website users. We take seriously the protection of your privacy and confidentiality. We understand that all visitors to our website are entitled to know that their personal data will not be used for any purpose unintended by them, and will not accidentally fall into the hands of a third party.

#### 11. INDEMNIFICATION

11.1. You hereby agree to protect, safeguard and hold Aryon Website, its owners, affiliated companies, and their managers, directors, officers, and employees blameless and innocent against all liabilities, charges, damages, legal costs and accounting fees and all other expenses related to any claims or any legal actions brought against Aryon Website because of your breach of any portion of these terms or any other liabilities connected to your use of this website.

#### 12. GOVERNING LAW AND JURISDICTION

- **12.1.** The Aryon Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws Australia
- **12.2.** However, ultimately it is your choice as to whether you wish to use our website. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of Australia

#### 13. SECURITY OF INFORMATION

**13.1.** Aryon always does its utmost to protect your personal information. To prevent illegal access, maintain data accuracy, and ensure the proper use of information, we use practical administrative practices and actions to protect your information.

## 14. CHANGES TO TERMS OF SERVICE

- **14.1.** You can review the most current version of the Terms of Service at any time at this page.
- **14.2.** We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### 15. COPYRIGHT LICENSE

#### 15.1. Copyright (c) 2018 (s) of first publication Aryon

Subject to the express provisions of these terms of use

- (1) Aryon together with our licensors, own and control all the copyright and other intellectual property rights in Aryon website and the material on our website; and
- (2) The entire copyright and other intellectual property rights Aryon website and the material on our website are reserved.

# 16. CONTACT US

**16.1.** If you have any comments or complains about our terms and conditions please contact us at

Phone: 07 3414 0600 Fax: 07 3054 3129

Service & Support Email: support@aryon.com.au

Postal Address: 6A/57 Miller St, Murarrie, QLD 4172