

Terms And Conditions

1. Introduction

The Terms of Use of the Optima-Tech website include these Terms and Conditions, the Privacy Policy and any other terms and conditions that appear in or are linked to the Optima-Tech website. Throughout the website, the terms “we”, “us” and “our” refer to Optima-Tech.

By agreeing to our terms and conditions you are acknowledging that; you understand the local laws in your area regarding the installation and use of our products. You acknowledge that you have taken all reasonable steps to ensure your compliance with local legislation. You acknowledge that Optima-Tech will bear no responsibility with your compliance in regards to state and territory regulations. You take all responsibility for your purchase, installation and your personal compliance with your State or territory's laws.

2. Website content and access

Optima-Tech’s website may not be used for unlawful or commercial purposes; it is for your lawful, personal use only. You may use our website only as expressly permitted in these terms and subject to all applicable laws. All content, graphics and other intellectual property is the property of Optima-Tech or their respective owners or licensees. The website and its content may not be copied, reproduced, modified or distributed in any way without the express prior written consent of Optima-Tech.

While we endeavour to take reasonable care in preparing and maintaining the information on this website, we do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate, complete, current or reliable. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. We reserve the right to modify the contents of this website at any time, without notice and you expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, including the Competition and Consumer Act 2010, Optima-Tech disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

Optima-Tech does not guarantee that access to the Optima-Tech website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses our website or any data on such a computer.

3. Limitation of liability

To the maximum extent permitted by law, Optima-Tech excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the Optima-Tech website except to the extent that the loss or damage is directly caused by Optima-Tech's fraud or wilful misconduct.

4. Modifications to the service and prices

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

5. Products or Services

Products or services available exclusively online through our website may have limited quantities.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

6. Billing and Account information

You agree to provide current, complete, true and accurate purchase and account information for all purchases made through us. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Optima-Tech or any other person may incur as a result of you providing any false, incorrect or incomplete information.

7. Intellectual property

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks, are the property of Optima-Tech and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Optima-Tech.

Unless expressly granted, Optima-Tech does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the Optima-Tech website or in the user interface of the Optima-Tech website.

8. Submissions

Any material you send to us on or via the Optima-Tech website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas, proposals, plans or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you. Furthermore, you grant a perpetual worldwide non-exclusive license to Optima-Tech to copy, use and/or display any content that you post publicly on any of our websites or services.

We may, at our discretion, edit or remove content that we determine are unlawful, offensive, threatening, derogatory, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain derogatory or otherwise unlawful, abusive or obscene material. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

9. Third party websites

The Optima-Tech Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Optima-Tech does not control, endorse, sponsor or approve any such third-party websites or their content nor does Optima-Tech provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

10. Links to Optima-Tech website

If you wish to establish a link to this website, you must first seek written approval from Optima-Tech. Email us at support@optimatech.com.au requesting permission. Unauthorised linking without the prior written permission is prohibited.

The following information will be required to assess your request:

1. the URL of the website that you seek to establish a link from
2. a brief description of your website
3. the reason that you wish to establish a link.

If Optima-Tech agrees to your proposed link, you must comply with any terms and conditions imposed by us, as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact Optima-Tech and provide a new description of your website. Optima-Tech may deny or revoke any permission to link to our website at any time and without any notice or liability.

11. Interference with website

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the Optima-Tech website. You must not transmit any worms or viruses or any code of a destructive nature.

You are prohibited from using the site or its content:

- (a) for any unlawful purpose;
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

12. Disclaimer

Optima-Tech, nor our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors will not be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including damages for loss of profits, lost revenue, business interruption, lost savings, loss of data or information, replacement costs, or any other damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

13. Indemnification

You agree to indemnify, defend and hold harmless Optima-Tech and our directors, officers, employees, affiliates, agents, contractors, subcontractors, interns, suppliers, service providers, licensors, subsidiaries and partners from any claim or demand made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

14. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

15. Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the State of Victoria, Australia and applicable federal laws of Australia. In the event that a dispute arises from these Website Terms and Conditions or any related matters, you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

16. Pricing

All prices are in Australian Dollars (AUD).

17. Contact Information

Any questions regarding the Terms and Conditions please email us at support@optimatech.com.au