

# Server Cat

# Website Terms of Use



# Website Terms of Use

Welcome to the servercat.com.au website (“the Site”). This Site is operated and owned by Server Cat Pty Ltd (ABN 23 622 099 325) (“TABBY”). Your access to and use of the Site is conditional on acceptance of these Terms and Conditions. Use of the Site indicates your acceptance of these Terms and Conditions. Please read them carefully before using the Site.

## GENERAL TERMS & CONDITIONS

### 1. ACCESS

- (a) In order to use this Site, you need the equipment and connections necessary to access the World Wide Web. You are responsible for:
  - (i) the provision of any such connection or access to the World Wide Web;
  - (ii) the payment of any fees associated with such connection or access (such as those charged by an Internet service provider or other online service); and
  - (iii) the provision of all equipment necessary for you to make any such connection to the World Wide Web, including a computer and a modem.
- (b) TABBY reserves the right to deny you access to, or use of, all or part of the Site, without prior notice, if you engage in any conduct that TABBY believes, in its sole discretion:
  - (i) violates any term or provision of these Terms and Conditions; or
  - (ii) violates the rights of TABBY or third parties; or
  - (iii) is otherwise inappropriate for continued access and use of the Site.

### 2. SYSTEM INTEGRITY & USER CONDUCT

- (a) You must not use the Site to:
  - (i) impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
  - (ii) post, disclose or transmit any material that is defamatory, obscene, misleading or deceptive, or which infringes TABBY’s or any third party’s intellectual property or breaches any duty of confidence or contractual obligation owed to TABBY or any third party;
  - (iii) send junk, obscene, indecent, offensive or threatening electronic mail or “spam” to any person or company;
  - (iv) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any content of the Site;
  - (v) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;
  - (vi) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;



- (vii) attempt to gain unauthorised access to the Site or computer systems or networks connected to the Site through any means;
  - (viii) commit forgery (or attempted forgery), harass any individual, or harm minors in any way;
  - (ix) collect, store, post, disclose or transmit personal information or data about others, including, without limitation, tax file number information and email addresses; or
  - (x) breach the Privacy Act 1988 as amended, or the Australian Privacy Principles, or contravene or breach any other applicable state, Commonwealth or international law, convention or regulation.
- (b) You are responsible for maintaining the confidentiality and security of any passwords and/or identification or login information for the Site. You agree to notify TABBY immediately of any unauthorised use of your password or any other breach of security.

### **3. PRIVACY POLICY**

TABBY's Privacy Policy forms part of these Terms and Conditions.

### **4. LINKS & ADVERTISING**

- (a) This Site may contain links to third party websites. Those sites are not under the control of TABBY and TABBY is not responsible for the content or the links contained in those sites. Neither TABBY nor its officers, directors, employees, agents, or related bodies corporate, recommend or endorse the content of any third party sites which may be linked to or from the Site, or products or services of any third party organisations mentioned or described on this Site or linked to or from this Site. You acknowledge that you enter any third party websites at your own risk.
- (b) The Site may contain advertisements for third parties' goods and/or services. The third party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither TABBY nor its officers, directors, employees, agents or related bodies corporate recommend or endorse the goods or services that may be advertised on the Site, nor do they offer the goods or services for sale or make any other representation whatsoever about them. If you choose to order a product or service advertised by a third party on the Site, you do so at your own risk.

### **5. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY**

- (a) Subject only to 5(b) below:
- (i) This Site is provided by TABBY on an "as is" basis without any express or implied warranty of any kind;
  - (ii) The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, you acknowledge and accept the risk that any communication to or from the Site may be intercepted, used or modified by third parties.



- (iii) TABBY does not warrant that access to or use of this Site will be uninterrupted or error free or that the Site or any material on or accessible through the Site is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful components;
- (iv) TABBY does not warrant anything about the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of any material on or accessible through the Site;
- (v) TABBY may change any of the material on the Site at any time without notice;
- (vi) TABBY makes no commitment to update any material on the Site.

