

# Terms & Conditions

## *Sunflower Factory - Virtual Assistant*

---

### 1. WEBSITE TERMS AND CONDITIONS

In these terms and conditions, "we", "us" "service provider" and "our" means Sunflower Factory - Virtual Assistant (ABN 329 542 918 14), of Perth, WA 6168. Please read these terms and conditions carefully as they apply to your use of the [www.smallbusinessva.com.au](http://www.smallbusinessva.com.au) website (the "Website"). By accessing or using the Website you agree to be bound by these terms and conditions.

We may revise these terms and conditions from time to time by updating this posting. The revised terms will take effect when they are posted.

### 2. LICENSE TO USE THE CONTENT ON THE WEBSITE

- (a) You acknowledge that the Website is subject to copyright and possibly other intellectual property rights ("Intellectual Property Rights").
- (b) We grant you a limited, non-transferable license to access and use the Website solely for your personal, non-commercial purposes.
- (c) We (or our licensors) retain all right, title, and interest in and to the Website, and nothing you do on or in relation to the Website will transfer any Intellectual Property Rights to you or, except for the license referred to in paragraph (b), license you to exercise any Intellectual Property Rights unless this is expressly stated.
- (d) Except as provided in these terms and conditions, permission to reprint or electronically reproduce the Website in whole or in part for any other purpose is expressly prohibited, unless prior written consent is obtained from us. You may contact us at [www.smallbusinessva.com.au](http://www.smallbusinessva.com.au) if you wish to obtain such consent.
- (e) Subject to applicable law, we may revoke the permissions referred to above at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Website without notice.

# Terms & Conditions

## *Sunflower Factory - Virtual Assistant*

---

### 3. LINKING TO THIS WEBSITE

(a) We encourage you to provide links to this Website. While you may use the name “Sunflower Factory - Virtual Assistant” in the text of any such link, you may not use the logo or any of our other graphics without our prior written consent.

(b) You must not frame this Website, or represent or imply that any part of the Website belongs to anyone other than us.

(c) If we notify you that we object to the manner in which you provide links to this Website, you must immediately cease providing such links.

### 4. GENERAL RESTRICTIONS

In using the Website, you must not:

(a) violate any applicable laws;

(b) use the Website for any purpose that is threatening, libelous, defamatory, abusive, obscene, vulgar, pornographic, profane, racist, indecent or infringing of another person’s rights;

(c) distribute viruses, corrupted files, or any other similar software or programs that may damage the operation of any computer hardware or software;

(d) collect or store personal data about other users of the Website; or

(e) engage in any other conduct that inhibits any other person from using or enjoying the Website.

# Terms & Conditions

## *Sunflower Factory - Virtual Assistant*

---

### 5. WARRANTIES AND LIABILITY

(a) You may have rights under the statutory consumer protection laws, including the Competition and Consumer Act 2010 (Cth), which cannot be excluded, restricted, limited or modified. The following exclusions of warranties, and the limitations of liability in paragraphs (d), (e) and (f) below, apply subject to any rights you may have under such laws.

(b) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THIS WEBSITE IS AT YOUR SOLE RISK AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE". IN PARTICULAR, WE DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR ACCESS TO AND USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS (AND YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE WEBSITE AND THAT YOU ARE SATISFIED AS TO THE SUITABILITY OF THE WEBSITE TO MEET YOUR REQUIREMENTS); OR (ii) YOUR ACCESS TO AND USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM VIRUSES OR ERRORS.

(c) WITHOUT LIMITING THE FOREGOING, AND TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, WARRANTIES, GUARANTEES OR OTHER PROVISIONS THAT ARE NOT CONTAINED IN THE TERMS (WHETHER BASED IN LEGISLATION, THE COMMON LAW OR OTHERWISE) ARE EXCLUDED, INCLUDING ANY REPRESENTATIONS, CONDITIONS, WARRANTIES OR GUARANTEES AS TO ACCEPTABLE QUALITY, FITNESS FOR PURPOSE, TIMELINESS, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

# Terms & Conditions

## *Sunflower Factory - Virtual Assistant*

---

(d) If any condition, warranty, guarantee or other provision is implied or imposed in relation to the legal agreement between you and us (whether based in legislation, common law or otherwise) and cannot be excluded (a "Non-Excludable Term"), and we are able to limit your remedy for a breach of such a Non-Excludable Term, then our liability for such a breach of the Non-Excludable Term is limited to one or more of the following at our option: (i) in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

(e) SUBJECT TO OUR OBLIGATIONS UNDER THE NON-EXCLUDABLE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN RELATION TO THIS AGREEMENT, OR OTHERWISE AS A RESULT OF YOUR ACCESS TO AND USE OF THIS WEBSITE, IS LIMITED TO \$100. OUR LIABILITY TO YOU WILL ALSO BE DIMINISHED TO THE EXTENT THAT YOUR ACTS OR OMISSIONS (OR THOSE OF A THIRD PARTY) CONTRIBUTE TO OR CAUSE THE LOSS OR LIABILITY.

(f) SUBJECT TO OUR OBLIGATIONS UNDER THE NON-EXCLUDABLE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT ARE WE LIABLE UNDER OR IN RELATION TO THIS AGREEMENT OR ITS SUBJECT MATTER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOSS OF GOODWILL, OPPORTUNITIES, ANTICIPATED SAVINGS OR PROFITS.

(g) The limitations and exclusions in paragraphs (e) and (f) apply regardless of whether the liability arises in contract, tort (including negligence), in equity, under statute, under an indemnity, or on any other basis.

# Terms & Conditions

## *Sunflower Factory - Virtual Assistant*

---

(h) You agree to indemnify, defend and hold harmless us and our affiliates, and their respective directors, officers, employees, agents and contractors, from and against any loss, damage, liability, cost or expense (including legal fees on a solicitor-client basis) suffered or incurred in connection with a claim brought against any of them, to the extent that such third party claim arises out of your breach of any obligation or warranty in these terms, your breach or failure to comply with any laws, or your misuse or infringement of any rights (including intellectual property rights) of a third party.

### 6. VARIATION OF THE WEBSITE

We may from time to time and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website.

### 7. LINKS AND ADVERTISEMENTS

We have not reviewed any of the sites linked to the Website and are not responsible for the content or accuracy of any off-site pages or any other sites linked to the Website. The inclusion of any link does not imply that we endorse the linked site.

**8. PRIVACY POLICY** In using the Website, you may give us personal information in which you have certain rights. By using the Website, you grant us consent to use your personal information in accordance with our privacy policy, which forms a part of these terms and conditions.

### 9. FORCE MAJEURE

Neither party will be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of that party.

# Terms & Conditions

## *Sunflower Factory - Virtual Assistant*

---

### 10. GENERAL

(a) If any part of these terms and conditions is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

(b) These terms and conditions are governed by the laws of Queensland, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of Queensland, Australia.

(c) These terms and conditions constitute the entire agreement between us and you in relation to the Website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website.

(d) Your use of the Website is conducted electronically and you agree that we may communicate with you electronically for all aspects of your use of the Website, including sending you electronic notices.

(e) The provisions of these terms and conditions which by their nature survive termination or expiry of these terms and conditions will survive termination or expiry of these terms and conditions.

(f) The word "including" when used in these terms and conditions is not a term of limitation.