
WEBSITE TERMS AND CONDITIONS – RETAIL HELP

In these terms and conditions, “we” “us” and “our” refers to **Retail Help**. Your access to and use of all information on this website including purchase of our service/s is provided subject to the following terms and conditions. The information is intended for residents of Australia only.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

Accuracy of content

1. We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.
2. The information contained on this Website should not take the place of professional advice.

Use

3. The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.
4. You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.
5. You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent, obscene or in any other inappropriate way or in a way which conflicts with the Website or the Services.

6. If you contribute to or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our discretion, refuse to publish such comments and/or remove them from the Website.
7. We reserve the right to refuse or terminate service to anyone at any time without notice or reason.

Members

8. In order to receive member prices, benefits and offers for the services provided on this website, you must become a member. Membership is free and you must complete your registration by providing certain information as set out on our membership page. Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.
9. You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.
10. Our services are intended to be used by members within Australia only.

Our Website Services

11. All prices are in Australian Dollars (AUD) and are exclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our services page and we reserve the right to amend our prices at any time. If you have requested a service(s), we undertake to fulfil your service at the price listed at the time of your request.

Indemnification for loss or damage

12. You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors' fees of every kind and nature incurred by you or any third parties through you.

Site Access

13. When you visit our website, we give you a limited licence to access and use our information for personal use.
14. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
15. Except as permitted under the *Copyright Act 1968* (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
16. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

17. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide. We accept no liability for loss or damage arising out of or in connection to your use of these sites.
18. You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

Intellectual Property Rights

19. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.

20. All trademarks, brands and logos generally identified either with the symbols TM, © or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.
21. Any comment, feedback, idea or suggestion (called "Comments") which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
22. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Limitation of Liability

23. We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

Information Collection

24. Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. You can view our Privacy Policy which is linked on our home page to read more about why we collect personal information from you and how we use that information.

Confidentiality

25. All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.