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# Website Use Terms & Conditions

## TERMS OF USE AND CONDITIONS - AGREEMENT BETWEEN USER AND

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Welcome to our website. The Q-riims website which is provided to you based on the condition of your acceptance without modification of the terms, conditions, and notices contained herein.

By accessing this web site, you are advised to read these web site Terms and conditions of use and all applicable laws and regulations. Carefully before using the website you agree that you are responsible for compliance with any applicable local laws and agree to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, By accessing this site and the family websites such as Facebook and LinkedIn you agree to be bound by the terms and conditions below. If you do not agree with any of these terms, you are prohibited from using or accessing this site, family sites or any pages thereof. Please be aware that all materials contained in this web site are protected by applicable copyright and trade mark law.

These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service. These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments. The terms "you" or "your" refers to the website user. Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Q-riims relationship with you in connection with this website. As an ongoing reminder your use of this website is subject to the following terms and conditions:

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### Content

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The content of this website is for your general information and use only. It is subject to change without prior notice. It is your sole responsibility to check these Terms for any changes on a periodic basis. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Service. Your continued use of the Service will be deemed as your acceptance thereof.

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### Use of Cookies

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This website uses cookies to monitor browsing preferences. If you allow cookies to be used, the following personal information may be stored by us for use by third parties: ip address.

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### Warranty

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Neither we nor any third parties provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

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### Use of Information

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Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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### *Material*

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This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look and graphics of the website. Any reproduction of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

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Unauthorised use of this website

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

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### *Links*

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This website may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. They do not signify that we recommend or endorse the websites. We have no control over the nature, content and availability of those websites.

You the user acknowledge and agree that Q-RIIMS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services at any time.

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### *Your use of this website and any dispute*

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Your use of this website and any dispute arising out of your use of it is subject to the laws of the Queensland

You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.

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### *Indemnity*

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You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.

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### *Liability*

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Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

You indemnify, protect and hold us harmless against any action, liability, claim, loss damage, proceeding, expense (including legal costs) incurred or suffered by us, arising from, or which is directly

Or indirectly related to:

- (1) Your breach or failure to observe any of these Terms;
- (2) any breach or inaccuracy of any of your representations or warranties; and
- (3) your use of any part of the Website or family websites such as Facebook, LinkedIn.

This indemnification section survives at all times during your use of the website and the expiration of your registration, and applies to claims arising both before and after the registration ends. As a condition of your access to and use of the Service, you agree to indemnify us and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party.

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### *Purchasing*

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At any time if you wish to purchase any product or service made available through the Service of Q-riims, you may be asked to supply certain information relevant to your Purchase(s) including, without limitation, your credit card type, credit card number, the expiry date of your credit card, your cvv, your billing address, and your shipping information.

At all times, While we are accepting card payments via PC/MAC transmission, we are required to use a minimum Secure Socket Layer (SSL) of 128-bit encryption and if our supplier has advised, 3D Secure. For more information, contact us so we can relate the enquiry to our Gateway supplier. At all times we accept Australian or US Dollars as our currency

Payment pages provided will by us are accredited by our accredited provider and must adhere to their security requirements.

Our preferred payment method is bank transfer or credit card payment via our website however you represent and warrant that: you have the legal right to use any credit card(s), cheque, direct debit or other acceptable payment

method(s) to Q-riims in connection with any Purchase; and that the information you supply to us is true, correct and complete in full.

Please note there will be a surcharge for payments made via credit card. Processing fee applies to credit card payments: 1.3% for Visa/Master card and 3% for Amex. All purchases are exclusive of GST.

By submitting such information to Q-riims, you grant us the right to provide the information provided to third parties for purposes of facilitating the completion of Purchases at all times.

Q-riims reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected and in addition reserve the right to refuse or cancel your order at any time for any reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We advise you to exercise caution and do your own due diligence in conducting any transactions through the Service of Q-riims.

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### *Shipping*

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Depending on your location, Q-riims will ship your goods using Australia Post or a courier service. Orders are usually processed and despatched within 2 working days however, we take no responsibility for delivery times by Australia Post or the courier services it uses. We will advise you within 2 working days if goods are not available or delayed in delivery.

Current freight rates for orders in Australia are on a case by case basis. Freight prices will be advised to you in advance. These prices are exclusive of GST, and 10% GST will be added where GST is applicable.

It is the client's responsibility to provide the correct address details for delivery. If goods are shipped to an address that is provided incorrectly by the client, Q-riims will not be held responsible for the replacement of those goods. The delivery fee for the replacement goods will also be at the customer expense.

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### *INTELLECTUAL PROPERTY*

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You warrant to Q-riims that you will not: use The Q-riims website for any purpose that is unlawful or prohibited by these terms, conditions, and notices at any time. B) Not use The Q-riims website in any manner which could damage, subject our sites to cyber-attack, disable, overburden, or impair the website or interfere with any other party's use of the website.

C) You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the website, including The Q-riims family of website Pages at any time.

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## *Submissions*

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Any materials provided to or posted on any Q-riims website or family of websites such as linkedin, facebook etc. You the user by posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Q-riims is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Q-riims sole discretion.

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## *Risk*

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Participants will release Q-riims from any liability Q-riims may incur arising from any loss, damage or injury sustained by the services delivered. If the services are delivered on your premises or on premises arranged by you, you will indemnify Q-riims against any liability we may incur in respect of any loss, damage or injury arising from the delivery of the services except to the extent that the loss, damage or injury has been caused by Q-riims negligence. However, we will not be liable for consequential or indirect loss of any kind including, but not limited to, loss of profits, loss of opportunity or any other form of economic or other loss.

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## *LIABILITY DISCLAIMER*

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You agree that we shall not be liable for any damages suffered as a result of using the Service.

The information, software, products, and services included or available through The Q-riims website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Q-riims and/or its suppliers may make improvements and/or changes to The Q-riims group of websites, including The Q-riims Facebook, LinkedIn, Google+, etc pages at any time. Advice received via The Q-riims family of websites, should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

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### *Errors and Availability*

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We at all times reserve the right to change or update information and to correct inaccuracies, omissions or errors at any time without prior notice. Q-riims and its family are constantly updating our offerings of products and services. The products or services available may be unavailable, subjected to cyber-attack, mispriced, described inaccurately or unavailable for any reason. You at all times acknowledge that we may experience errors, availability and inaccuracies when updating information on the Service and in our advertising on other family web sites. At no time can we guarantee the accuracy or completeness of any information, including communication services, prices, images, availability, and services. The content is provided without warranties or conditions of any kind either express or implied, including but not limited to implied warranties and conditions of merchantability, non-infringement etc.

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### *TERMINATION/ACCESS RESTRICTION*

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Q-riims reserves the right, in its sole discretion, to terminate your access to The Q-riims website and the related services or any portion thereof at any time, without notice including without limitation if you breach the Terms. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records.

Q-riims specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Q-riims spokespersons, and their views do not necessarily reflect those of Q-riims.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

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### *NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT*

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Pursuant to the Copyright Act 1968, notifications of claimed copyright infringement under Australian copyright law should be sent to Q-riims via email or in writing. All enquiries that are not relevant to the procedure indicated herein will not receive a response.

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### *Contact Us*

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If you have any questions about these Terms, please [contact us](#) at any time.