



WEBSITE TERMS AND CONDITIONS

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This website is owned and operated by Asset Data Manager and will be referred to as "We", "Our" and "Us" in this Terms and Conditions Policy. The Client, the Client ID User and the Client User will be referred to as "You" and "Your". www.assetdatamanager.com is referred to as "Website".

The following terms and conditions apply to Client Users of all Service/s provided by Asset Data Manager. By utilising Asset Data Manager's Service/s the Client is deemed to have accepted these terms and conditions and is bound by them.

PROVISION OF SERVICES

1. In consideration of the payment by the You of the Charges, We will provide the Service/s to the You.
2. You acknowledge that You have independently determined that the Service/s to be supplied by Us will meet the Your requirements.

CHARGES AND PAYMENT

3. You will pay the Charges for the provision of the Service/s at the rate and in the manner specified on the Our Website or as otherwise agreed between the parties in writing.
4. The Charges will be based on prices specified in the price list located on the Our Web Site.

In the event that:

- a) We are required to perform the Service/s in circumstances other than those expressly or reasonably anticipated; or
- b) there is a change in the timing or complexity of the Service/s; and such circumstances are not the result of a breach of this Agreement by Us;

then We will notify You of any additional fees payable by You as a result of such changes.

5. All charges payable by You to Us for the Service/s shall be in accordance with the relevant scale of charges and rates published from time to time by Us on Our Web site and explicitly on the invoice. Subscription Service/s will be paid in advance either via Credit Card payment or direct deposit if arranged by Us. Payment is to be made either monthly or annually in advance.
6. The provision by Us of the Service/s is contingent upon Us having received payment in full from You in respect of the relevant Service/s. Without prejudice to Our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, We reserve the right, forthwith and at Our sole discretion, to suspend the provision of Service/s to You.
7. If You fail to make payment within the terms of this agreement, You will become liable for the cost of collection. This will include interest on any overdue amount, calculated at the daily rate of 12% per annum, from the due date of the payment.

8. Upon provision of a credit card account, You give Us authorisation to automatically debit the credit card for all charges on issuance of a valid invoice.

SUSPENSION OF SERVICES

9. We may suspend access to the Service/s:
 - a) to preserve data and integrity;
 - b) if there is a security breach; or
 - c) if there is a malfunction in the Services.
10. We reserves the right to terminate or suspend the Service/s to You indefinitely and without refund or compensation in the event that:
 - a) the Service/s are used, or appear to Us to be intended to be used, by You in a manner deemed inappropriate by Us;
 - b) the provision of the Service/s is likely to expose Us to any liability as a result of a breach of any law or any third party rights; or
 - c) You otherwise breaches this Agreement.
11. Suspension of Service/s by Us will continue until the problem or breach is rectified or until otherwise agreed.
12. We will not be liable to You, its employees, contractors, customers or agents as a result of taking the action referred to in this Clause "Suspension of Service/s" where such action is taken on a view which is formed on a reasonable basis by Us.

LOSS OF DATA

13. We will take all reasonable steps to safeguard Our Servers used and the data contained therein, however We will not be responsible for any loss of Your data stored or intended to be stored on Our Servers or back-up devices and You will not be entitled to any form of compensation from Us in the event of loss of data.

INTERRUPTION TO SERVICE

14. We takes no responsibility for any delay, malfunction, non performance, or other degradation of performance of any of the Service/s caused by or resulting from any alteration, modifications or amendments due to changes and specifications requested or implemented by You whether or not beyond the Service/s already supplied.
15. In the event of total systems failure resulting in the disruption of service to the Internet from Our Servers, We will endeavour to repair and reinstate the service within 24 hours of detection depending on the severity of the failure.
16. If failure is caused by You or any agent or customer of You to whom access to Our Servers was given, You shall pay all costs to reinstate and/or repair Our Server.

TERM

17. The minimum contractual period for the provision of the Service/s by Us is 3 months from the first day that the Service/s are made available to You ('Initial Term').
Subject to the Clause below, following the expiry of the Initial Term, this Agreement will continue until terminated by either party pursuant to the Termination Clause of this Agreement.
18. You may elect to terminate this Agreement after the Initial Term by providing Us with written notice to that effect one month prior to the expiry of the Initial Term.
19. We may change the terms and conditions of this Agreement at any time. Details of Our current terms are available within Our Website. Any renewal of a Service/s will be in accordance with the terms and conditions in place as at that time.

TERMINATION

20. Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
 - a) the other party breaches any of its obligations under this Agreement and fails to remedy that breach within 14 days after receiving notice requiring it to do so; or
 - b) any event referred to in the Term Clause.

Each party will notify the other immediately if:

- a) it ceases to carry on business;
 - b) it disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - c) any step is taken to enter into any arrangement between that party and its creditors;
 - d) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of its assets or business; or
 - e) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator or other like person of the whole or any part of its assets or business.
21. Termination of this Agreement will not affect the accrued rights or remedies of either party.

FORCE MAJEURE

22. Neither party will be in default under this Agreement by reason of its delay in performance of or failure to perform any of its obligations, if such delay or failure is caused by declaration of war, strikes, Acts of God or the public enemy, riots, interference by civil or military authorities, compliance with Governmental laws, rules and regulations, delays in transit or delivery, inability to secure necessary governmental priorities or any fault beyond its control and without its fault or negligence.

INTELLECTUAL PROPERTY RIGHTS AND OTHER CONSENTS

23. You are solely responsible for obtaining any and all necessary intellectual property rights clearances and/or other consents and authorisations, including without limitation, clearances and/or consents in respect of any materials given by You to Us, and merchant services agreements between You and the relevant financial institutions.

INDEMNITY

24. You agree to indemnify and keep indemnified and hold Us harmless from and against any claim brought against Us by a third party resulting from the provision of Service/s by Us to You and Your use of the Service/s, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by Us in consequence of Your breach or non-observance of these terms.

EXCLUSION AND LIMITATION OF LIABILITY

25. We accept no liability for any loss whatsoever including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortuous action, arising out of, or in connection with, any information on Our Website or any other Internet sites or the use thereof.
26. To the full extent permitted by law We hereby exclude all conditions and warranties not expressly set out herein, except as specifically set forth elsewhere in this agreement, We make or give no express or implied warranties or representations including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any Service/s provided under or incidental to this agreement.
27. No oral or written information or advice given by Us or employees shall create a warranty or in any way increase the scope of the express warranties hereby given, and You may not rely on any such information or advice.
28. In no event will We be liable to you for loss of data, or the inability to retrieve data, resulting from or incidental to the use of a Service/s. We accept no liability for any loss whatsoever including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of use, data, or profits, whether in action of contract, negligence or other tortuous action, arising out of, or in connection with, any information on Our Website or any other Internet sites or the use thereof.

SECURITY

29. When purchasing from Us, Your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is the current industry standard. If You have any questions regarding the security policy, please contact customer support centre via the support page on Our Website.

ENTIRE AGREEMENT, GOVERNING LAW

30. These terms and conditions plus the supplied by Us constitute the entire agreement between Us and You, and supersede all prior agreements, understandings and representations whether oral or written. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. Except as provided above, no variation may be made to the Agreement unless it is in writing and signed by authorised representatives of You, and Us.
31. These terms and conditions are to be governed by and construed in accordance with the laws of Australia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Western Australia and You agree to submit to the jurisdiction of those Courts.
32. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

NOTICES

33. Each party notifying or giving notice under this Agreement will do so:
 - a) in writing;
 - b) addressed to the address of the recipient; and
 - c) hand delivered or sent by prepaid post to that address or sent by e-mail or facsimile transmission to the other party's e-mail address or facsimile number.
 - d) if hand delivered, on the date of delivery;

If sent by prepaid post, 4 days after the date of posting within Australia and 7 days after the date of posting outside Australia; and, If sent by facsimile transmission, on the day the transmission is sent (but only if the sender has a confirmation report specifying a facsimile number of the recipient, the number of pages sent and the date of transmission).

SUB-CONTRACTING

34. We may sub-contract the performance of any of the Service/s but will remain primarily responsible for the performance of its obligations under this Agreement.

JOINT LIABILITY

35. If You consists of more than one person then the liability of those persons in all respects under the Agreement shall be a joint liability of all of those persons and a liability of each of those persons severally.

CONSENT TO COMMUNICATIONS

36. In addition to general Account, Billing and Service communications, We will, from time to time, issue email notifications relating to Our Service/s, including, but not limited to Newsletters, Announcements, Promotional and Seasonal offers, and Surveys. By entering into agreement with these terms and conditions, You agree to receive email communications by inferred consent until such time as You decide to opt-out of such communications. You may opt out of Our mailing list at any time by following 'unsubscribe' instructions contained within the communications.
37. You will not be able to opt-out of Critical Service Notifications, Renewal, Billing and Account Notifications, Scheduled Downtime Notifications or any other communications deemed to be an essential part of Our Service/s to You.

PRIVACY

38. We undertake to take all due care with any information which You may provide to Us when accessing Our Website. However We do not warrant and cannot ensure the security of any information which You may provide to Us. Information You transmit to Us is entirely at Your own risk although We undertake to take reasonable steps to preserve such information in a secure manner.
39. Please review Our Privacy Statement for full details of the use of personal data.