



## POLICY – WEBSITE TERMS & CONDITIONS OF USE



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## 1 Document Controls

### 1.1 Details

Document Type	Policy
Document Name	Policy
Document Owner	Chief Information Officer
Document Approver	AAMC Executive
Original Issue Date	April 2019
Current Issue Date	March 2021
Version	2.0

### 1.2 Revision Control Chart

Version	Sections Amended & Description of Changes	Date
1.0	Template and updated track changes created.	Feb 2019
1.1	First draft complete.	April 2019
1.2	Changes following stakeholder and peer review Confirm content, amending copyright claims	Feb 2021
2.0	Document formally signed off and released from draft	March 2021

### 1.3 Controlled Document

Name	Position	Signature	Date Issued
Steve Chapman	Managing Director	<i>Steve Chapman</i>	19 March 2021
Luke Hill	National Operations Manager	<i>Luke Hill</i>	19 March 2021
Kristy Meaton	Corporate Services Manager	<i>Kristy Meaton</i>	19 March 2021
Mark Gwynne	Chief Information Officer	<i>Mark Gwynne</i>	19 March 2021

Note: This document is an uncontrolled document unless the CONTROLLED DOCUMENT section is completed and authorised by an AAMC Management Representative.



## 2 Policy – Terms and Conditions

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

## 3 Definitions

The Website:	Means the website <a href="http://aamcommercial.com.au">http://aamcommercial.com.au</a>
We / Us etc:	Means AAM Commercial Pty Ltd and any associated companies, subsidiaries, affiliates, employees, officers, agents or assigns.
Services:	Means professional Motor Vehicle Loss Assessing services as described on the Website.

## 4 Accuracy of content

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 connection to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice.

## 5 Use of the Website

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.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

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 or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

If you contribute to our forum (if any) 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.

We reserve the right to refuse or terminate service to anyone at any time without notice or reason.



## 6 Indemnification for Loss or Damage

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.

## 7 Intellectual property and copyrights

Unless stated otherwise, we hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate copyright material other than as permitted by law. Specifically, you must not use or replicate copyright material found on the site for commercial purposes unless expressly agreed to by the copyright holder, in which case you may be required to sign a Licence Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address: [compliance@aamcommercial.com.au](mailto:compliance@aamcommercial.com.au)

## 8 Trademarks

The trademarks and logos contained on this Website are trademarks of AAM Commercial Pty Ltd. Use of these trademarks is strictly prohibited except with Our express, written consent.

## 9 Links to external websites

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

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.

## 10 Limitation of Liability

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.



## 11 Information Collection

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. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, click on [Privacy Policy](#).

## 12 Confidentiality

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.

## 13 Governing Law

These terms and conditions are governed by and construed in accordance with the laws of all States and Territories of Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in the relevant state.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

## 14 Compliance

### 14.1 Review of Policy

This policy is formally reviewed at a minimum on an annual basis for relevance against industry changes and new technology trends. Updates may occur on an ad hoc basis to respond to legislation and compliance requirements.

When an annual review occurs the major version number (the whole number) increases. Minor updates on an ad hoc basis will increase the minor version number (the decimal digits).

## 15 Associated Documents

This policy contains references to the following policies and procedures:

Document Type	Name
Policy	Privacy