



GeoMoby - Terms & Conditions

1. About this website

Website Owner = GeoMoby Pty Ltd (ABN - 17163226560 (" GeoMoby ")) (Domain name = www.geomoby.com the "website")

2. About these terms of use

These website terms of use ("terms of use") and the associated Privacy Statement ("privacy policy") govern your access to and use of the website. You should read these terms of use and the privacy policy carefully before using this website.

3. Your access/use implies agreement

The website is available for your use only on condition that you agree to these terms of use. By accessing/using the website, you are signifying that you agree to be bound by these terms.

4. Modifications to the Terms

GeoMoby may revise and update these terms of use at any time. Your continued usage of the website after any changes to these terms of use will mean you accept those changes.

5. Modifications to the information

GeoMoby does not warrant the accuracy, adequacy or completeness of material on this website. All information may be changed, supplemented, deleted or updated without notice at the sole discretion of GeoMoby.

6. Errors and problems

GeoMoby does not guarantee that the website will be free from viruses, or that access to the website will be uninterrupted.

7. License and Ownership

The copyright for the content on this website is owned or licensed by GeoMoby and is protected under the *Copyright Act 1968 (Cth)* and by other copyright laws in both Australia and other countries. No material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of GeoMoby.

All custom graphics, icons, and other items that appear on the website and all associated trademarks, are trademarks of GeoMoby.

8. GeoMoby Privacy Policy

The GeoMoby privacy policy governs the use of information collected from or provided by you at the website. A policy statement prepared by GeoMoby for the purposes of being made available to customers and the general public declaring the company's commitment to the *Privacy Act 1988 (Cth)* (hereinafter the "Privacy Act") for a company required to comply is available at <http://www.geomoby.com/privacy>.

9. Feedback, suggestions, comments or requests

GeoMoby does not encourage you to make feedback, suggestions, comments or requests ("comments") but these comments may be made to contact@geomoby.com and if you do make comments, you acknowledge that: they will not be considered confidential or proprietary, and GeoMoby is under no obligation to keep such information confidential, and GeoMoby will have an unrestricted, irrevocable, world-wide, royalty free right to use, communicate, reproduce, publish, display, distribute and exploit such comments in any manner it chooses.

10. Outbound links

The website may contain links to third-party websites and resources ("linked sites"). These linked sites are provided solely as a convenience to you and not as an endorsement by GeoMoby. GeoMoby makes no representations or warranties regarding the availability, correctness, accuracy, performance or quality of the linked site or any content, software, service or application found at any linked site. GeoMoby may receive payments and/or commissions from operators of linked sites in relation to goods or services supplied by the operator as a result of you linking to the third party website from the GeoMoby website.

11. Inbound links

GeoMoby generally encourages and agrees to your linking to the Home page through a plain text link on your website without the need for agreement between yourself and GeoMoby. However, linking to any other page of the website is strictly prohibited, without express written permission from GeoMoby.

12. Jurisdiction

The Australian section is provided for use only by Australian residents. The law applicable to use of the Australian section and to disputes arising out of the Australian section is the law of the State of [insert state here] and The International Section is provided for use by residents of any country in the world but, to the fullest extent permitted by law, the law applicable to use of the International Section and to disputes arising out of the International Section is the laws of the State of [insert state here] Australia.

13. Disclaimer of Warranties

GeoMoby makes no representations or warranties about the accuracy, completeness, security or timeliness of the content, information or services provided by the website and disclaims all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.

14. Limitation of Liability

If GeoMoby is found responsible for any damages, GeoMoby is responsible for actual damages only. In no event shall GeoMoby, be liable for any incidental, indirect, exemplary, punitive and/or consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website.

15. General Conditions of Sale

The following *Conditions of Sale* shall apply to any product sold on this website. These *Conditions of Sale* constitute a complete and exclusive statement of the agreement and understanding between you and GeoMoby with respect to the subject matter hereof.

a. The goods delivered under this Agreement shall be of normal industrial quality unless herein specifically stated to the contrary. Any description of such goods has been given by way of identification only and the giving or use of such description shall not constitute any sale hereunder a sale by description.

b. The products available on the website for sale under these *Conditions of Sale* are only available for sale to individuals who can make legally binding contracts. The products are not available to persons under the age of 18 years nor any other person legally prohibited from entering into a binding contract. By placing your order you are verifying to the GeoMoby that you are able to make a legally binding contract.

c. Your order is an offer by you to purchase a particular product for the price (including the delivery and other charges and taxes) specified on the website at the time of offer and shall be understood to be placed under these *Conditions of Sale*.

d. These *Conditions of Sale* may change from time to time and you are required within reason to revisit these before placing your order to ensure that these *Conditions of Sale* have not changed.

e. GeoMoby reserves the right to accept or reject your offer for any reason, including, without limitation, an error in the product description or the price posted on the website, the availability of the product, or an error in your order. Your contract with GeoMoby only comes into existence when GeoMoby forwards you an email containing confirmation of receipt of your order, an acceptance of your order, confirmation of receipt of your payment and details of likely delivery.

f. This contract shall be governed by and construed in accordance with the law in effect in the State of [insert Australian State here] and by entering into contract both parties are accepting the jurisdiction of the courts of the State of [insert Australian State here] in relation to any dispute between them.

g. You shall inspect the goods immediately upon their arrival and shall within seven (7) days give notice to GeoMoby if the goods are not in accordance with specified requirements. If you fail to give such notice, the goods shall be deemed to be in all respects in accordance with the specified requirements. No claim shall be recognised unless made in writing and received by GeoMoby within seven (7) days after receipt of goods by you. The total amount of any claim shall not exceed the actual invoice value of the goods claimed to be faulty.

h. Ownership and property in the goods supplied/delivered shall pass from GeoMoby to you when GeoMoby accepts your offer and assigns product in the GeoMoby warehouse. Risk passes to you upon delivery to your warehouse or to an agreed delivery point.

i. GeoMoby shall not be responsible for non-delivery or delay in delivery of any goods caused by *force majeure* and you and GeoMoby shall be excused from performance of their respective obligations when and to the extent such performance is delayed or prevented by *force majeure*. If your need for the goods is reduced or suspended as a result of *force majeure*, and notification is within reasonable time of acceptance of the Order and prior to transfer of ownership, you shall be entitled to terminate the agreement. For the purpose of this commitment *force majeure* shall include but is not limited to natural disasters, civil disasters, political event, change of legal / political environment, business disruption, accidents, earthquake, flood, hurricane or typhoon, tornado, tsunami, volcanic eruption, wildfire/bushfire, landslide or avalanche, fire, flood, storm, earthquake, terrorist acts, revolt, war, financial markets disturbances, changes of regime or tax or regulatory authority, energy failure, external telecommunications failure, and/or failure of transport systems.

j. You assume all risks and liabilities for consequences arising from the use of the goods whether singly or in combination with other goods and indemnify GeoMoby in respect of any such use. GeoMoby is not liable for any infringement of patent rights arising out of the use of such goods by you or your instructions, expressed or implied, and it is your responsibility of to ensure that the goods when used by you are not damaged and no liability will be accepted by GeoMoby for the consequences of the use of damaged goods by you.

k. Nothing in these *Conditions of Sale* is intended to exclude, restrict or modify any statutory obligation of GeoMoby implied by the *Goods Act, 1958*.

Version Date: 8 July 2013