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We do not guarantee that this website or third party websites will be free from viruses, or that access to this website or third party websites will be uninterrupted.

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These are the current terms and conditions. They replace any other terms and conditions for this website published on this website to date. We may at any time vary the terms and conditions by publishing the varied terms and conditions on this website.

You are responsible for informing yourself of any changes to these terms and conditions. You accept that by accessing and using this website after any variation of the terms and conditions, you are deemed to have agreed to comply with the varied terms and conditions.

2. Our Products

Material on this website may contain general information about our products and services. Unless expressly stated otherwise, this information:

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- B. does not form part of the terms and conditions for the sale of our products and services.

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- A. regarding the quality, accuracy, merchantability or fitness for purpose of material, products or services available through third party websites; or
- B. that material appearing on third party websites does not infringe the intellectual property rights of any person. We are not authorising the reproduction of material appearing on third party websites by linking this website to third party websites. When you follow a link on this website, material at a third party website may be displayed in your browser framed by this website.

This material is third party material for the purpose of these terms and conditions.

Please contact us if you would like to link to this website.

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All care is taken to ensure that this website and data transmissions are free from viruses. However, we cannot guarantee that any file or program available for download and/or execution from or via this website is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. It is your responsibility to scan any such data for viruses. You assume all risk of use of all programs and files on this website, and you release us entirely of all responsibility for any consequences of its use.

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The information contained on this website is provided by us in good faith. To the best of our knowledge, the information is accurate and current. However, this website and its contents are provided to you on an "as is" basis. This website may contain errors, faults and inaccuracies and may not be complete and current. We and our related bodies corporate, and their directors, officers, employees, and agents ("Our Associates") make no representations or warranties of any kind, express or implied, as to the operation of this website or the information, content, materials or products included on this website, except as otherwise provided, and then only to the minimum extent required, under any applicable laws.

Subject to clause 8, you hereby agree to indemnify and hold us free from any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever arising out of or referable to your use of this website and/or your breach of these terms and conditions.

7. Limitation of Liability

Subject to any non-excludable liability implied by legislation (including under consumer laws), any liability of us or our associates in connection with goods or services supplied to you will, at our election, be limited to:

- A. in relation to goods, the replacement or repair of the goods, the supply of equivalent goods, the payment of the cost of replacing or repairing the goods or the payment of the cost of obtaining equivalent goods; and
- B. in relation to services, the supply of the services again or the payment of the cost of having the services supplied again.

The above remedies are in addition to, and not in place of, your rights at law that cannot be lawfully excluded. Subject to any non-excludable liability (including under consumer laws), we will not otherwise be liable to you or any other person for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, business interruption or the loss of data or information, or damages

for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on your behalf, through this website.

8. Cookies

Cookies are small pieces of information that your browser stores on your computer hard drive. We use cookies to provide us with site usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do not contain any personal identifiable information. If you disable cookies on your web browser, you may not be able to fully experience all features of this website.

9. Jurisdiction

These terms and conditions are to be governed by and construed in accordance with relevant laws of the State of New South Wales, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia and any Courts which may hear appeals from those Courts.

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Only you and we shall be entitled to enforce these website terms. You may not assign, transfer or sub-contract any of your rights or obligations under these terms to any third party unless we agree. No third party shall be entitled to enforce any of these website terms, whether by virtue of legislation or otherwise.

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Other than personal information which is subject to our Privacy Policy all comments, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to us on or through this website or otherwise disclosed, submitted or offered by you (collectively, "Submissions") shall become and remain our property once submitted. You must comply with the content standards for submissions set out in these terms. You warrant that you own or have the right to use any submissions and that your submissions will comply with these standards and guidelines. You warrant that you have the right to grant to us the rights set out in these terms in respect of your submissions.

These terms also govern any submissions you make on any 99 Risks Pty Ltd related third party website or social media page such as our Facebook page, Twitter, YouTube or other social networking site. All comments, images, videos

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A disclosure, submission or offer of any submissions and your agreement to these terms and conditions shall constitute an assignment to us of any intellectual property rights in the disclosure or submission. Whenever you make use of a feature that allows you to upload material to this website, including questions, or to make contact with other users of this website or to make submissions on any of our related third party websites or pages, you must comply with the content standards set out below (including the spirit of those standards) and with these terms. Any third party advertising on our pages of third party social networking sites are not the responsibility of, or endorsed by, us. All rights, including copyright on our pages are owned by or licensed to us. Any use of any of our social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use, is prohibited without the permission of us. All worldwide rights reserved.

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RULES FOR SUBMISSIONS

1. Please be polite and only write in English.
2. You confirm that the submission is your own and that the content does not infringe the material, trade marks or intellectual property rights of others.
3. If you require an immediate response from us or have a comment about our service please contact us directly for a quicker response.
4. Submissions should not include:
 - a. profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to harass, abuse or threat the personal safety or property of others
 - b. comments about other reviewers or bloggers

- c. remarks making criminal accusations, or false, defamatory or misleading statements
 - d. material which impersonates others
 - e. spam or advertising
 - f. third party brand names or trademarks
 - g. personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers
 - h. HTML code, computer script or website URLs
 - i. availability, price or alternative ordering or delivery information
 - j. information about 99 Risks Pty Ltd's suppliers or manufacturers
5. We, in our absolute discretion, reserve the right to:
- a. not publish the submission or remove it
 - b. take any appropriate action if deemed necessary
 - c. remove reviews which are no longer deemed relevant or current

Please let us know if You see any submissions which do not comply with our rules.

11. Electronic Communications

You consent to receive communications from us electronically and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

12. Termination

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