

Allcare Warehouse Website Disclaimer

1 Introduction

- 1.1 This website www.allcarewarehouse.com.au (the "Site") is owned and operated by ALLCARE DISABILITY SPECIALIST AND EQUIPMENT PTY LTD (ABN 40 643 006 295) .
- 1.2 These are the terms and conditions which govern your use of the Site. In addition to these website terms of use, the following terms also constitute the whole agreement between you and Allcare Warehouse:
- (1) Allcare Warehouse Privacy Policy. www.allcarewarehouse.com.au/privacypolicy
 - (2) Allcare Warehouse Terms of Use. www.allcarewarehouse.com.au/terms-of-use
 - (3) Any other terms and conditions Allcare Warehouse provides to you, or publishes within the Site from time to time.

(Complete Agreement).

- 1.3 You should always check these terms and conditions every time you visit the Site as Allcare Warehouse may make changes to it from time to time without letting you know.

2 Authority

You warrant that:

- (1) your use of the Site creates legal binding obligations for any liability you may incur as a result of using the Site; and
- (2) the information you supply via the Site will be accurate and not misleading, deceptive or likely to be misled or deceive.

3 Errors

The Site displays a wide variety of information. Although Allcare Warehouse uses its best endeavours to ensure that the information on its Site is correct, there may be times where errors or omissions have unfortunately been made and therefore Allcare Warehouse does not warrant that the Site will be error-free. In that regard:

- (1) Allcare Warehouse reserves its right to correct any such errors or omissions without any claim being made against it; and
- (2) you acknowledge that any reliance upon any advice, opinion, statement, advertisement, or other information displayed or distributed through the Site is at your sole risk and Allcare Warehouse will not be responsible or liable for any loss or damage that results from the use of the information on the Site.

4 Copyright and intellectual property

- 4.1 Allcare Warehouse is the absolute owner of all intellectual property and contents of the Site (including all photographs, images, graphics, trade marks, video, audio, text and other items) and are protected by Australian copyright laws and other intellectual property laws.
- 4.2 Unless otherwise expressly allowed in these terms and conditions, you must not copy, reproduce, modify, distribute, publish, display, transmit or create any derivative works from any part of the Site without the consent of Allcare Warehouse.
- 4.3 You may make a single electronic copy or print a single copy of information contained within the Site for your personal use.

5 Complaints

Allcare Warehouse takes all complaints seriously and will use its best endeavours to ensure all complaints are addressed promptly. If you have any complaints or issues please contact Allcare Warehouse through the 'Contact Us' tab of the Site as soon as possible.

6 Linked websites

Allcare Warehouse makes no representation about any website or content accessed through a link on the Site. The fact that the Site contains links to other websites does not constitute any endorsement by Allcare Warehouse of that website or the products and services being offered through that website. You agree that Allcare Warehouse will not be liable to you for any loss or damage you suffer by the use of any website not maintained and controlled by Allcare Warehouse.

7 General provisions

- 7.1 No delay or failure by Allcare Warehouse to enforce its rights or to do anything is to be taken as a waiver of that right. A waiver can only be undertaken where an authorised representative of Allcare Warehouse signs any such waiver.
 - 7.2 These terms and conditions and your use of the Site are governed by and must be construed according to the law of the State of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts in that State.
 - 7.3 Allcare Warehouse may at any time, assign any of its rights or transfer by novation any of its rights and obligations under these terms and conditions to any person or persons by providing notice to you or otherwise publishing it on the Site. You cannot assign or transfer your obligations under these terms and conditions without prior written consent of Allcare Warehouse.
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