

WEBSITE TERMS OF USE (INCLUDING DISCLAIMER)

+

PRIVACY POLICY

The Website Terms of Use (including disclaimer) and Privacy Policy Templates Bundle is attached, with instructions for implementation.

IMPORTANT INFORMATION

(Read before use)

About the Website Terms of Use Template

The **Website Terms of Use** is a template document designed for you to complete and add to your website. It includes a disclaimer and various other protections for you and should be placed on an unlinked page with a hyperlink to the footer of your website, available on each and every page.

This template:

- requires you to complete your business name and ABN plus the State in which you live and operate your business where prompted by the **red text**.
- is a general template drafted for Australian laws and while it has a general disclaimer it does not incorporate specific disclaimers that you might require if you offer particularly specialised services or products.

Implementing this document

To implement this document on your website, once all items in red text have been completed, you should create an unlinked web page on your website, copy and paste the text and hyperlink that page to your footer as "Website Terms of Use + Disclaimer"

Get in touch

If you have more complex arrangements or wish to make the **template more** specific, please get in touch with us to discuss customised amendments via hello@theremoteexpert.com

Disclaimer

In downloading this document from The Remote Expert (**Template**), you have not asked us to provide legal advice to you.

This document contains information only. The Remote Expert is not acting as your lawyer in providing this document to you.

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WEBSITE TERMS OF USE

[SORT my Space \(ABN #69 615 887 361\)](#) (**we, our or us**) operates this website (**Site**). The domain address of the Site is: www.sortmyspace.com.au and it may also be available through other addresses or channels.

You agree to be bound by these Terms

By using our Site, you agree to be bound by these Site terms of use (**Terms**) and the Privacy Policy available on our Site. Please read these Terms and if you don't agree to them, then you should stop using our Site at once.

When we can change these Terms

We may change these Terms and anytime by publishing the varied terms on our Site. Make sure you come back and check the Terms on a regular basis to ensure you are up to date with the current Terms.

Changes to the Site

Materials and information on this Site (**Content**) are also subject to change without notice. While we try to keep our Site current, we do not make any promises or undertake to keep our Site up-to-date and are not liable if any Content is inaccurate or out-of-date.

The way in which you use the Site

You have no ownership in the Site. We own the Site and grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use the Site.

You may not use the Site in any other way without our agreement in writing. All other uses of this Site must be in accordance with these Terms.

We do not permit you to:

- copy Content or any other details on our Site;
- use or copy our Site or Content in any way that competes with our business; or
- breach our copyright or other intellectual property in the Site.

Behaviour on the Site

When you use our Site, we expect you to abide by a clear standard of behaviour. You must not do, or attempt to do anything:

- that is unlawful;
- prohibited by law
- we would reasonably consider inappropriate; or
- that might bring our Site or us into disrepute.

This includes (without limitation):

- (a) anything that would breach the privacy of an individual;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our Site;
- (d) tampering with or modifying our Site;
- (e) intentionally transmitting viruses to our Site;
- (f) intentionally transmitting disabling or damaging features to our Site;

- (g) interfering with our Site, including the use of Trojan horses, viruses, piracy or programming routines that may damage our Site;
- (h) using our Site to send unsolicited email messages; or
- (i) assisting a third party to do any of the above.

Information only

The content on our Site provides a summary and general overview of our business and the things we do. The information we provide does not create a client relationship with you. While the information may be helpful to you, it is not intended to be comprehensive or specific, and we do not have any obligation to you in this regard.

Disclaimer

We use reasonable commercial efforts to ensure the accuracy and completeness of the Content on our Site. However, to the maximum extent permitted by law, we make no representation, warranty or guarantee with respect to the Content or the likely outcomes you will get if you action the information on our Site and apply it to your situation or life. You should always get professional advice about your circumstances from an appropriate professional.

Intellectual Property rights

Unless we state otherwise on the Site, we own or licence all rights, title and interest (including intellectual property rights) in our Site and Content.

Your use of our Site and your use of and access to the Content does not grant to you or transfer any rights, title or interest in relation to our Site or our Content. You must not:

- (a) copy or use any Content from our Site (in whole or part);
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or our Content, including (without limitation) altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

Third party sites

Our Site may contain links to websites operated by third parties (Third Party Sites). Unless stated on our Site, we are not responsible for the content on Third Party Sites. Further, we do not control, endorse or approve any Third Party Sites.

Content you upload to our Site

We encourage you to interact with our Site. We may permit you to post, upload, publish, submit or send (**upload**) information and content to our Site (**User Content**).

If you upload User Content to our Site, you grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence for the User Content. This means we are able to use, view, copy, adapt, modify, distribute, licence, transfer, communicate, display, publicly perform, transmit, stream, broadcast, access, or otherwise use the User Content on, through or by means of our Site.

You agree that you are responsible for all User Content that you upload and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in the User Content (as contemplated by these Terms); and
- (b) the User Content, your upload of the User Content or our use of it on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time remove any User Content you upload at our discretion.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or Content, including (without limitation) that:

- (a) it is complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) you will have uninterrupted access;
- (c) it will be error-free or free from viruses; or
- (d) our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

Limited Liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, however it arises, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or our Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligation under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Removing our Site (or your access to it)

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person (including you) from using our Site, at any time at our discretion. We are not responsible for any loss, damage or Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

What happens if part of these Terms is not right?

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[The Remote Expert does not give permission to reproduce, send electronically or otherwise use it in whole or part to carry on business in competition with The Remote Expert]

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

The law that applies to these Terms

The laws of [Queensland](#), Australia, govern these Terms. If you access our Site throughout Australia or overseas, we make no representation that our Site complies with the laws (including intellectual property laws) of any State outside [Queensland](#) and/or country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

For any questions and notices, please contact us at:

[Tamara Speedie \(ABN # 69 615 887 361\)](#)

Email: admin@sortmyspace.com.au

Last update: 27 June 2022

IMPORTANT INFORMATION

(Read before use)

About the Privacy Policy Template

The **Privacy Policy** is a template Privacy Policy, it contains provisions about sensitive information and the GDPR and other overseas destinations (for overseas transactions).

If you collect information in from your customers or clients, you should have this Privacy Policy displayed on your website.

This template:

- requires you to complete your business name and ABN plus the State in which you live and operate your business where prompted by the **red text**.
- is a general template drafted for Australian laws and does not incorporate specific disclaimers that you might require if you offer particularly specialised services or products.

Implementing this document

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If you have more complex arrangements or wish to make the **template more** specific to your business, please get in touch with us to discuss customised amendments via hello@theremoteexpert.com

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PRIVACY POLICY

This Privacy Policy tells you how we use your information. We collect your information offline or online through our website: www.sortmyspace.com.au (**Site**) and other related third party platforms.

In this Privacy Policy **we, us** or **our** means [SORT my Space \(ABN # 69 615 877 361\)](#).

Types of personal information

The types of personal information we may collect about you include:

- your name, images and complete contact details;
- your age and/or date of birth;
- your credit card or payment;
- any customer survey results and customer service history;
- information about your access and use of our Site;
- additional personal information that you provide to us; and
- any other personal information requested by us and/or provided by you or a third party such as Google or our third party payment processor.

Collection and use of personal information

We may collect, hold, use and disclose personal information for the following purposes:

- to enable you to access and use our Site;
- to contact and communicate with you;
- for internal record keeping, administrative purposes, invoicing and billing purposes;
- for analytics, market research and business development;
- for advertising and marketing;
- to comply with our legal obligations and resolve any disputes that we may have; and
- to consider an employment application.

Disclosure of personal information to third parties

We may disclose personal information to:

- third party service providers for the purpose of enabling them to provide their services;
- our employees and contractors;
- our existing or potential agents or business partners;
- sponsors or promoters of any competition we run;
- anyone to whom our business or assets (or any part of them) are, or may (in good faith) be, transferred;
- credit reporting agencies, courts, tribunals and regulatory authorities, in the event you fail to pay for goods or services we have provided to you;
- courts, tribunals, regulatory authorities and law enforcement officers, as required by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend our legal rights;

- third parties, including agents or sub-contractors, who assist us in providing information, products, services or direct marketing to you. This may include parties located, or that store data, outside of Australia; and
- third parties to collect and process data, such as Google Analytics or other relevant businesses. This may include parties that store data outside of Australia.

By providing us with personal information, you consent to the disclosure of your information outside of Australia and acknowledge that we are not required to ensure that overseas recipients handle that personal information in compliance with the Privacy Act (**Act**) and the Australian Privacy principles (**APPs**).

Note the Act and the APPs may not regulate third parties overseas. If any third party engages in any act or practice that contravenes the APPs, it would not be accountable under the Act.

How we treat personal information that is also sensitive information

Information classified as “Sensitive information” has a higher level of protection under the APPs.

Sensitive information means information relating to your racial or ethnic origin, political opinions, religion, trade union or other professional associations or memberships, philosophical beliefs, sexual orientation or practices, criminal records, health information or biometric information.

Provided you consent, your sensitive information (if we hold any) may only be used and disclosed for purposes relating to the primary purpose for which the sensitive information was collected. Sensitive information may also be used or disclosed if required or authorised by law.

Your rights and controlling your personal information

Choice and consent: By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with this Privacy Policy. You do not have to provide personal information to us, however, if you do not, it may affect your use of this Site or the products and/or services offered on or through it.

Information from third parties: If we receive personal information about you from a third party, we will protect it as set out in this Privacy Policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person’s consent to provide the personal information to us.

Restrict: If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us using the details below.

Access: You may request details of the personal information that we hold about you. An administrative fee may be payable for the provision of such information.

Correction: If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us using the details below. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading or out of date.

Complaints: If you wish to make a complaint about how we have handled your personal information, please contact us using the details below and provide us with full details of the complaint. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint.

Unsubscribe: To unsubscribe from our e-mail database or opt-out of communications (including marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in the communication.

Overseas transfer

Your personal information may be transferred to an overseas jurisdiction with substantially similar data protection laws such as the United States of America, the United Kingdom or countries within the European Union (**EU**). These countries have data protection laws, which protect personal information in a way that is at least substantially similar to APPs and there will be mechanisms available to you to enforce protection of your personal information under that overseas law.

We do not require the overseas recipients to comply with the APP and we will not be liable for a breach of the APP if your personal information is mishandled.

GDPR

In some circumstances, the European Union General Data Protection (**GDPR**) provides additional protection to individuals located in Europe. Where this is the case, there may be additional rights and remedies available to you under the GDPR if your personal information is handled in a manner inconsistent with that law.

Storage and security

We are committed to ensuring that the personal information we collect is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the personal information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

We cannot guarantee the security of any information that is transmitted to or by us over the Internet. The transmission and exchange of information is carried out at your own risk. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that the personal information we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

Cookies, web beacons and Google analytics

We may use cookies and web beacons on our Site from time to time.

While cookies don't tell us your email address, they do allow third parties, like Google and Facebook, to track you as part of our retargeting campaigns. If and when you choose to provide our Site with personal information, this information may be linked to the data stored in the cookie.

Web beacons monitor the your behaviour on our Site and collect data about your web page viewing.

We also use Google Analytics to collect and process data from time to time.

Links to other websites

We do not have any control over Third Party Websites and we are not responsible for the protection and privacy of any personal information that you provide whilst visiting them. Third Party Websites are not governed by this Privacy Policy, even if you followed a link from our website to the Third Party Website.

Amendments

We may, at any time and at our discretion, vary this Privacy Policy by it on our Site. Check back to find the current Privacy Policy.

For any questions or notices, please contact our Privacy Officer at:

Tamara Speedie (ABN # 69 615 887 361)

Email: admin@sortmyspace.com.au

Last update: 27 June 2022