



## **Website Terms of Use**

Last updated: August 2021

**Scovier Care Pty Ltd (ACN 651 004 367) (Scovier Care)** owns and operates the website located at <https://scoviercare.com.au> (**Website**). Access to and use of this Website and the services available through this Website (collectively **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

### **1. Amendments to Terms of Use**

Website Owner reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### **2. Website Access**

Subject to the terms and conditions, Scovier Care grants you permission to use the Website.

### **3. Linked Sites**

This Website may contain links to other websites (**Linked Sites**), which are not operated by Scovier Care. Scovier Care has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

### **4. Privacy Policy**

Our Privacy Policy, which sets out how we will use your information, can be found at <https://scoviercare.com.au/privacy-policy>.

Ensure you have read and understood our Privacy Policy. By using this Website, you consent to the processing of personal information as described in the Privacy Policy and warrant that all data provided by you is accurate. We will process all personal information in accordance with data protection laws and our Privacy Policy.



## 5. Confidentiality

Scovier Care will treat personal information as confidential and will make every reasonable effort to keep personal information and confidential information confidential and secure. It will not disclose this information except:

- (a) as necessary to provide services; or
- (b) to Scovier Care personnel and any service provider that Scovier Care works with where necessary to operate the Service; or
- (c) if the relevant person has given Scovier Care permission to do so; or
- (d) in accordance with our Privacy Policy; or
- (e) if required or permitted by law.

## 6. Prohibitions

- (a) You must not misuse this Website. You will not:
  - (i) commit or encourage a criminal offense;
  - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
  - (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
  - (iv) infringe upon the rights of any other person's proprietary rights;
  - (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
  - (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.
- (b) Breaching this provision would constitute a criminal offense and Scovier Care will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

## 7. Payment

- (a) Where the option is given to you, you may make payment of your order (**Order Fee**) by ways stated on the Website.
- (b) You acknowledge and agree that where a request for the payment of your order is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with your order.



(c) You agree and acknowledge that Scovier Care can vary the price at any time and that the varied price will come into effect in accordance with Scovier Care's absolute discretion.

## **8. Intellectual Property, Software and Content**

The intellectual property rights in all content made available to you on or through this Website remain the property of Scovier Care or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Scovier Care and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

## **9. Copyright**

(a) You must not do anything with the materials and resources, that is not expressly authorised by the Terms of Use. Without limitation, you must not modify, adapt, sell, or use the materials and resources for a commercial purpose (such as charging third parties for access to the materials and resources) without the prior consent of Scovier Care.

(b) You acknowledge that Scovier Care is not a counselling service. The content of the Website including the materials and resources is intended for information purposes only. The Website, materials and resources on the Website are not intended to be suitable for professional medical advice, diagnosis, or treatment.

## **10. Disclaimer of Liability**

(a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.

(b) To the fullest extent permitted by law Scovier Care hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on



those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

- (c) This does not affect Scovier Care's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

### **11. Linking to this Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

### **12. Disclaimer as to ownership of trade marks, images of personalities and third party copyright**

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Scovier Care and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Scovier Care.

### **13. Indemnity**

You agree to indemnify, defend and hold harmless Scovier Care, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

### **14. Variation**

Scovier Care has the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

### **15. Invalidity**



If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## **16. Complaints**

Scovier Care delivers safe and effective personal care in accordance with the consumer's needs, goals and preferences to optimise health and well-being. We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise; please let us know if you have any complaints or comments. Our system of complaint is accessible, confidential, prompt and fair. You are aware that you can access advocates, language services and other methods for raising and resolving complaints at your own cost. We review feedback and complaints and used them to improve the quality of care and services.

You can contact us via our Website under the header menu 'Feedback': <https://scoviercare.com.au/>