WEBSITE TERMS OF USE

This website (**Site**) is operated by Rishi Tech Pty Ltd t/as Surya (ACN 670 636 969) (**we**, **our** or **us**). These website terms of use (**Terms**) apply to your use of, and access to, the Site.

Information and availability

While we use reasonable attempts to ensure the accuracy and completeness of the content and materials on the Site (**Content**), to the extent permitted by law (including the Australian Consumer Law), we do not warrant the accuracy, completeness or suitability of any of the Content. The Content may be subject to change without notice and we do not undertake to keep the Site up-to-date. The Content is factual information only, is not comprehensive and is for general information purposes only. We also do not warrant that access to the Site will be uninterrupted, error-free or free from viruses.

Intellectual Property rights

Unless otherwise indicated, we own or license the Content and all intellectual property rights (including any copyright, registered or unregistered designs, illustrations, artwork, patents or trade mark or logo rights and domain names) displayed or used on the Site (**Our Intellectual Property**).

We authorise you to access and use the Site solely for your own personal use and to display, print and download the Content onto your personal device provided that you do not remove any copyright notice included in Our Intellectual Property.

Subject to the above, your use of, and access to, the Site and the Content does not grant or transfer to you any rights, title or interest to Our Intellectual Property. Unless otherwise permitted in these Terms, you must not:

(a) copy or use, in whole or in part, any of Our Intellectual Property;

(b) reproduce, retransmit, distribute, display, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property; or

(c) breach any intellectual property rights connected with Our Intellectual Property, including altering or modifying any of Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website or platform, or creating derivative works from Our Intellectual Property.

Nothing in the above clause restricts your ability to publish, post or repost Content or Our Intellectual Property on your social media page or blog, provided that:

(a) you do not assert that you are the owner of the Content or Our Intellectual Property;

(b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;

(c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and

(d) you comply with all other terms of these Terms.

Conduct we don't accept

You must not do or attempt to do anything that is unlawful, which is prohibited by applicable law, which we would consider inappropriate or which might bring us or the Site into disrepute. This includes:

(a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;

(b) using the Site to defame, harass, threaten, menace or offend any person;

(c) using the Site for unlawful purposes;

(d) interfering with any user of the Site;

(e) tampering with or modifying the Site, knowingly transmitting viruses or other disabling features, or damaging or interfering with the Site, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with the Site;

(f) using the Site to send unsolicited electronic messages;

(g) using data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or

(h) facilitating or assisting a third party to do any of the above acts.

Third party sites

The Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from the Site, such third party provides the goods and services to you, not us.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on the Site (**Affiliate Link**) or for featuring certain products or services on the Site. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on the Site, or which (if any) third party links are Affiliate Links.

Our liability is limited

You may have certain rights under the Australian Consumer Law in relation to the Site and the Content, and you may contact us for more information about this. Despite anything to the contrary, to the maximum extent permitted by law (including the Australian Consumer Law), we exclude all liability for any loss or damage of any kind (including consequential loss, indirect loss, loss of profit, loss of benefit, loss of opportunity or loss of reputation) whether under statute, contract, equity, tort (including negligence), indemnity or otherwise arising out of or in connection with the Site or the Content.

Privacy

We respect your privacy and understand protecting your personal information is important. Our Privacy Policy (available on the Site) sets out how we will collect and handle your personal information.

What happens if we discontinue the Site

We may, at any time and without notice, discontinue the Site (in whole or in part), or exclude any person from using our Site.

Which laws govern these Terms

These Terms are governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

Changes to these Terms

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site. We recommend you check the Site regularly to ensure you are aware of our current terms.

For any questions and notices, please contact us at:

Rishi Tech Pty Ltd t/as Surya (ACN 670 636 969)

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