

## TERMS OF WEBSITE USE

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

#### WHAT'S IN THESE TERMS?

These terms tell you the rules for using our website [www.camptoo.com.au](http://www.camptoo.com.au) (**our site**).

Click on the links below to go straight to more information on each area:

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- [By using our site you accept these terms](#)
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#### WHO WE ARE AND HOW TO CONTACT US

[www.camptoo.com.au](http://www.camptoo.com.au) is a site operated by Camptoo Australia Pty Ltd ("We"). We are registered in Australia under company number 615 301 187 and have our registered office at Unit 2 9 Marlton Crescent, 3182 St Kilda, Australia.

The Camptoo Service ("Service") is made available to you on our site for download and use for non-commercial purposes only.

We are a limited company.

To contact us, please email [info@camptoo.com.au](mailto:info@camptoo.com.au) or telephone our customer service line on 03 9988 6111.

## **BY USING OUR SITE OR SERVICE YOU ACCEPT THESE TERMS**

By using our site and/or downloading or otherwise accessing our Service, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site or download or otherwise access our Service.

We recommend that you print a copy of these terms for future reference.

## **THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to the following additional terms, which also apply to your use of our site and Service:

- Our Privacy Policy [www.camptoo.com.au/files/privacy\\_policy.pdf](http://www.camptoo.com.au/files/privacy_policy.pdf), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site or Service, you consent to such processing and you warrant that all data provided by you is accurate.

## **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

## **WE MAY MAKE CHANGES TO OUR SITE OR SERVICE**

We may update and change our site or Service from time to time.

## **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know that or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [info@camptoo.com.au](mailto:info@camptoo.com.au).

## **HOW YOU MAY USE MATERIAL ON OR MADE AVAILABLE THROUGH OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on or made available through it, including our Service. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site or available through our Service must always be acknowledged.

You must not use any part of the content on our site or made available through our Service for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site or content available through use of our Service in breach of these terms of use, your right to use our site and our Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

The use of this site and our Service and their contents is at your own risk.

When using this site, information will be transmitted over a medium that may be beyond the control and jurisdiction of us and our suppliers. Accordingly, we assume no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of this site.

The site and our Service and their contents are provided on an "as is" and "as available" basis. WE, OUR LICENSORS, AND THEIR SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDE ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE.

Our liability for direct loss arising out of the use of this site or our Service is limited to the total value of the transaction under which the claim arises for any one event or series of connected events, except in relation to liability for death or personal injury, for which no limit applies.

In no event shall We or our suppliers be liable for any, indirect, incidental, special, or consequential damages arising out of or in any way connected with any loss or damage

resulting or arising from any non-availability or use of the site or of any other website linked to it or our Service, or from reliance on the contents or any material or content accessed through it or our Service.

Although We use reasonable endeavours to maintain the site, without limiting the foregoing, We, our licensors, and suppliers make no representations or warranties about the following:

1. The availability, accuracy, reliability, completeness, correctness, or timeliness of the content, software (including but not limited to our Service), text, graphics, links, or communications provided on or through the use of the site or any website that may be accessed from it.
2. The satisfaction of any government regulations requiring the approval or compliance of any software tools with regard to the content contained on the site or any website that may be accessed from it or through our Service.

You should ensure that you have appropriate protection against viruses and other security arrangements in place whilst visiting the site.

#### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Cybercrime Bill 2001. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

#### **RULES ABOUT LINKING TO OUR SITE**

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.

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 to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact [info@camptoo.com.au](mailto:info@camptoo.com.au).

**WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

Please note that these terms of use, their subject matter and their formation, are governed by VIC and Australian law. You and We both agree that the courts of the state of Victoria, Australia will have exclusive jurisdiction.

**OUR TRADE MARKS ARE REGISTERED**

The Camptoo trademark is a registered trade mark of Deelit Ventures BV. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under [\*How you may use material on our site.\*](#)