

AMPLIA Terms of Use

These Terms of Use (**Terms**) govern your use of our website located at www.amplia.one (**Site**). By accepting these Terms, you agree that they form a binding contract between you, the user of the Site and us, Griffith Hack (including GH PTM Pty Ltd and GH LAW Pty Ltd) (**we, our, us**).

By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms, that you have had an opportunity to seek independent legal advice if required, and that you agree to be bound by the Terms.

1. Licence to use Site

- 1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with these Terms.
- 1.2 You must not use this Site in any way which is unlawful or for any purpose other than to file and manage your intellectual property. You have no right to access the object code or source code of the Site.
- 1.3 If you access this Site it is on your own initiative and at your sole risk and you are responsible for compliance with local laws, to the extent those local laws are applicable.
- 1.4 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use. You must not modify any printed or copied document in any way.
- 1.5 You must not add any content to the Site:
 - (a) unless you hold all necessary rights, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule or code;
 - (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (d) that would bring us, or the Site, into disrepute; or
 - (e) that infringes the intellectual property or other rights of any person.
- 1.6 The Site may contain third party advertisements or links to third party websites. We provide these as a convenience only and do not endorse, sponsor or approve any such third party or any content available on a linked website.
- 1.7 You must never create a link to or from our Site or any part of our Site without our prior written consent.
- 1.8 You acknowledge and agree that:
 - (a) the Site does not connect to IP Australia's services in real time. Whilst reasonable endeavours will be taken to avoid delays between data submission on the Site and submission to IP Australia, you should allow extra time for compliance with deadlines imposed by IP Australia.
 - (b) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion;
 - (c) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes). Your access to the Site is on an "as is" and "as available" basis;
 - (d) the Site may not be compatible with certain applications, programs or software; and
 - (e) individual customisations to the Site which may be offered from time to time may be governed by a separate set of terms and conditions.

2. Intellectual Property Rights

- 2.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.
- 2.2 Elements of the Site including the layout, trade dress, text and graphics are protected by copyright, trade marks or other laws and must not be replicated or adapted by you without our prior consent, except to make one copy for personal, non-commercial use.

3. Quotes and Shopping Carts

- 3.1 Where you use the Site to generate a quote for specific services, the quote will remain valid for one calendar month from its generation. We reserve the right to amend quotations outside this period of time or otherwise if we reasonably believe that information supplied by you on which the quote was based is inaccurate.
- 3.2 The addition of items to your shopping cart on the Site does not guarantee that we will supply those items to you at the specified cost. Cost is only guaranteed at the point of payment and you will receive warning prior to payment (and an option to withdraw from purchase) if the cost is different to that originally specified.
- 3.3 We reserve the right to remove items from your shopping cart if there is a significant time delay between placing the items in the shopping cart and payment.

4. Filing Applications

You are responsible for ensuring that all information and all data that you supply via the Site is appropriate, accurate and correct. We accept no responsibility for information and data you supply via the Site.

5. Renewals

By submitting a request on the Site to renew any registered intellectual property right, you are deemed to be expressly requesting that we handle the renewal via the Site.

6. Fees and payment

- 6.1 Orders for services on the Site cannot be changed or cancelled once submitted. Some services available on the Site are prepaid and an order for such services will not be secured until full payment has been made using the Site.
- 6.2 We use third party online payment providers and cannot guarantee the availability or performance of such payment providers at any time. We will not collect financial data from your use of such third party payment services.
- 6.3 Where an invoice is issued, you must pay the invoiced amount within 14 days. If an invoice remains unpaid for 30 days after you receive it, we may charge you interest from that date until the date we receive payment at the Reserve Bank of Australia's official cash rate at the date we gave you the invoice plus 2%.
- 6.4 If you do not pay our invoice, this entitles us to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our invoice is paid. We may also choose not to perform any further work for you until all our invoices are paid in full.
- 6.5 Additional charges will be incurred if objections are raised when the application is examined. We will report the objections raised to you and provide you with a cost estimate for each of the available options to address the objections.
- 6.6 Additional charges will be incurred when an application is Accepted. An invoice for these charges will be provided within 30 days of being notified of Acceptance of the application.
- 6.7 Additional official fees and charges will be incurred for renewals 10 years from filing.

7. Access to Data

- 7.1 Where we reasonably believe that there has been a breach by you of any provision of these Terms (including non payment of any monies properly due and outstanding), we may:
 - (a) suspend or terminate your access to the Site while we investigate the matter;
 - (b) amend or delete data relating to you or your organisation on the Site; or
 - (c) refuse you access to data relating to you or your organisation on the Site, pending resolution of the matter.

7.2 Subject to clause 7.1(c) above, you will have a right to access (obtain one copy of) all data on the Site directly relating to you or your organisation at any time. We may charge you reasonable fees for the provision of hard or soft copies where necessary.

8. Privacy

We will take reasonable steps to protect the personal information which we hold about you in accordance with our privacy policy published on the Site.

9. Warranties

9.1 You represent and warrant to us on an ongoing basis that:

- (a) you have the legal capacity to enter these Terms;
- (b) if you are using the Site on behalf of a company, that you have full authority to bind such company in relation to these Terms and your dealings with the Site; and
- (c) you have complied with clause 1.5.

9.2 To the extent permissible under applicable law, we exclude all implied warranties or representations which might otherwise be deemed to have been given.

10. Liability

10.1 We use Amazon Web Services as our cloud services provider.

10.2 While we endeavour to provide continuous access to this Site, we do not warrant that your access will be uninterrupted, timely, secure or error free.

10.3 To the maximum extent permitted by applicable law, we and our employees, contractors and agents disclaim all liability in respect of any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of your use of this Site, including in relation to any;

- (a) services supplied on this Site;
- (b) errors, mistakes or omissions on this Site;
- (c) delays or interruptions to or cessation of access to the Site.

10.4 Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased goods or services.

10.5 You indemnify us and must keep us indemnified (together with our officers, agents, subcontractors, employees, successors and assigns) against any liabilities, losses, costs or expenses (including legal expenses on a solicitor and own client basis) arising from breach of these Terms by you.

11. Termination

11.1 These Terms terminate automatically if, for any reason, we cease to operate the Site.

11.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

12. Assignment and subcontracting

12.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

12.2 We may subcontract the operation of the Site or the provision of services via the Site without your prior written consent. You acknowledge that it may be necessary from time to time for us to provide your data to third parties for the purpose of providing services via the Site.

13. General

- 13.1 We may change or modify all or any part of these Terms by posting changes to this Site and providing notice to you at the contact email address supplied to us at registration or more recently updated by you in writing.
- 13.2 We make no representation that the information or services offered on this Site are appropriate for use other than in Australia and New Zealand or that they comply with any legal or regulatory requirements in other countries.
- 13.3 If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 13.4 Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by it.
- 13.5 These Terms is governed by the laws of the State of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Victoria.