

Terms & Conditions

Welcome to the Aryon website. This website is operated by Aryon. Throughout the site, the terms "we", "us" and "our" refer to www.aryon.com.au offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

1. General Terms

- 1.1. If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Aryon to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.
- 1.2. You agree that any cause of action related to or arising out of your relationship with Aryon must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms of Use and your use of the Site are governed by the federal laws of Australia, without regard to conflict of law provisions.

2. Disclaimer

- 2.1. Aryon has done its best to maintain the accuracy of the information on this website, however, we make no representation or warranty of any kind, express, or implied, regarding the accuracy, adequacy, validity, reliability availability, or completeness of any information on our website. Under no circumstances shall we have any liability to you for any prejudice, loss or damage of any kind incurred as a result of the use of our website or reliance on any information provided on the website. Your use of our website and your reliance on any information on our website is solely at your own risk.
- 2.2. Aryon does not monitor, review or update, and does not have any control over, any Third-Party Content or Third-Party websites. Unless expressly stated otherwise,

Aryon does not endorse or adopt any Third-Party Content, and Aryon makes no representation, warranty or guarantee as to the accuracy, completeness, timeliness or reliability of any Third-Party Content. If you use these links and the Third-Party Content, you do so entirely at your own risk. In addition, reference to any products, services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply any endorsement, sponsorship or recommendation by Aryon.

- 2.3. This Website, its content, and its services are provided "as is," without warranty of any kind, either express or implied. Aryon disclaims all warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security, informational content, system integration or accuracy and the express warranty of quiet enjoyment.
- 2.4. Aryon does not represent or warrant that this Website or its server(s), applications or functionalities are free of viruses or other harmful components, and you bear the entire risk of losses or damages that you may incur or suffer as a result of any use of or visit to this Website. Aryon does not guarantee continuous, uninterrupted, error-free or secure access to this Website or its services, since the operation of this Website may be interfered with by numerous factors outside of Aryon's control.
- 2.5. Aryon specifically disclaims any liability and in no event is Aryon, its officers, directors, shareholders or employees liable for any direct, indirect, incidental, consequential, punitive, or special damages or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort, strict liability or otherwise (including but not limited to negligence), arising out of or in any way connected with access to or use of this Website (even if Aryon has been advised of the possibility of such damages), including liability associated with any viruses, macros, or other disabling software that may infect your computer equipment.
- 2.6. If you find anything on this website that causes concern please send us an email: sales@aryon.com.au

3. Limitations on Disclaimers

- 3.1. Applicable law may not allow the exclusion of certain warranties or consumer guarantees, or the limitation or exclusion of liability for damages in certain instances. No attempt is made to exclude applicable consumer guarantees, or to limit or exclude liability arising under the Australian Consumer Law which cannot lawfully be limited or excluded. Nevertheless, Aryon's liability for failure to comply with a consumer guarantee is limited to the supply of the services again or the payment of the cost of having the services supplied again. In no event will Aryon's total liability to you for damages, losses, and causes of action (whether in contract or tort (including, but not limited to, negligence) or otherwise) exceed AU\$1.

4. Electronic Communications

- 4.1. When you use the Aryon website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Aryon services, such as our Message Center, and you can retain copies of these communications for your records.
- 4.2. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Termination of Use

- 5.1. Aryon reserves the right, without notice and in its sole discretion, to terminate your ability to use this Website, and to block or prevent future access to and use of this Website. Failure by you to abide by the terms and conditions of this Agreement automatically revokes your authorisation to use this Website and its included services, including a termination of any licence granted in this Agreement.
- 5.2. Aryon reserves the right to seek all remedies available at law and in equity for violations of these terms and conditions, including the right to block access from a particular Internet address to this Website.

6. Our Cookies Policy

- 6.1. Aryon uses the "cookies" technology to make it possible for our users to always enjoy a user-friendly registration process. Cookies are pieces of information a website can send to your computer's browser for record-keeping purposes. Our use of cookies also helps us to improve users' general experience. We may automatically, through the use of cookies, collect information about your online activities on our website, such as the links you opened, the pages viewed by you, and the searches you carried out on our website.
- 6.2. You have the choice of denying cookies on your browser, but your denial of cookies may mean that you will not be able to use some of the interactive features provided on our website.

7. How We Use Cookies

- 7.1. Aryon use cookies for a variety of reasons detailed below. Unfortunately, in most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case, they are used to provide a service that you use.
- 7.2. Aryon uses session cookies and persistent cookies on this website, for the following purposes:

- (1) Make our website function as you would expect.
- (2) Offer you quality services at affordable rates.
- (3) Remember your settings whenever you visit this website and between sessions.
- (4) Enhance the security/speed of our website.
- (5) Consistently improve our site for you.

8. Advertising Cookies

8.1. We use adverts to offset the costs of running this site and provide funding for further development. The behavioural advertising cookies used by this site are designed to ensure that we provide you with the most relevant adverts where possible by anonymously tracking your interests and presenting similar things that may be of interest.

9. Internet Cookies

9.1. Aryon may use a feature of your Internet browser called a "cookie" to assign a unique identification to your computer to maintain a session state. These short-lived cookies are not written to your hard drive and are removed when you close the browser. This means that not only are your web activities kept private, but also that your hard drive memory is not depleted. Our customizable user preferences feature uses a single cookie, which is stored on your local hard drive. This cookie is used for user customizable privacy options. Aryon does not, and will not, use cookies to retrieve personal information about you.

10. Blocking/Disabling Cookies

10.1. Most browsers allow you to block cookies. However, cookies are perfectly safe to be stored on your computer and almost all web browsers have cookie storing enabled as default. However, all browsers have the option of disabling cookies being stored on your computer if you wish to do this. Please be aware that disabling cookies on your browser will reduce your ability to use our website features.

10.2. Aryon uses cookies to process your services. Disabling your cookies will mean you cannot fully benefit from our fast, convenient and easy to navigate website. This would also be a common experience of reduced functionality across many websites.

11. Privacy Policy

- 11.1. Aryon (www.aryon.com) is committed to maintaining user privacy on our website. Aryon respects the privacy of all its website users. We take seriously the protection of your privacy and confidentiality. We understand that all visitors to our website are entitled to know that their personal data will not be used for any purpose unintended by them and will not accidentally fall into the hands of a third party. [Please refer to our privacy policy, https://www.aryon.com.au/aryon-privacy-policy/](https://www.aryon.com.au/aryon-privacy-policy/).

12. Indemnification

- 12.1. You hereby agree to protect, safeguard and hold Aryon Website, its owners, affiliated companies, and their managers, directors, officers, and employees blameless and innocent against all liabilities, charges, damages, legal costs and accounting fees and all other expenses related to any claims or any legal actions brought against Aryon Website because of your breach of any portion of these terms or any other liabilities connected to your use of this website.

13. Governing Law and Jurisdiction

- 13.1. The Aryon Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Australia.
- 13.2. However, ultimately it is your choice as to whether you wish to use our website. Any dispute arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the Courts of Australia.

14. Security of Information

- 14.1. Aryon always does its utmost to protect your personal information. To prevent illegal access, maintain data accuracy, and ensure the proper use of information, we use practical administrative practices and actions to protect your information.

15. Changes to Terms of Service

- 15.1. You can review the most current version of the Terms of Service at anytime at this page.
- 15.2. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. You acknowledge and agree that you will be bound by such updates and revisions. We recommend that you periodically visit this page to review and familiarise yourself with all current terms and conditions and review this Website generally to familiarise yourself with any updates and revisions.

16. Copyright License

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- (2) The entire copyright and other intellectual property rights Aryon website and the material on our website are reserved.

17. Contact Us

17.1. If you have any comments or complains about our terms and conditions, please contact us at:

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Phone: 07 3414 0600

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