

Introduction

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No warranties

This website is provided "as is" without any representations or warranties, express or implied. [NAME] makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Smart Finch Marketing and its owner Luke Ivanovic does not warrant that:

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Limitations of liability

Smart Finch Marketing and its owner Luke Ivanovic will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Smart Finch Marketing and its owner Luke Ivanovic have been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Smart Finch Marketing and its owner Luke Ivanovic's liability in respect of any:

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- matter which it would be illegal or unlawful for Smart Finch Marketing and its owner Luke Ivanovic to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Smart Finch Marketing's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Luke Ivanovic.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Smart Finch Marketing and its owner Luke Ivanovic and undertake to keep them indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Smart Finch Marketing and its owner Luke Ivanovic to a third party in settlement of a claim or dispute on the advice of Smart Finch Marketing and its owner Luke Ivanovic's legal advisers) incurred or suffered by Smart Finch Marketing and its owner Luke Ivanovic arising out of any breach by you of any provision of these terms and conditions.

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Without prejudice to Smart Finch Marketing and its owner Luke Ivanovic's other rights under these terms and conditions, if you breach these terms and conditions in any way, Smart Finch Marketing and its owner Luke Ivanovic may take such action it deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Smart Finch Marketing and its owner Luke Ivanovic may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Smart Finch Marketing and its owner Luke Ivanovic may transfer, sub-contract or otherwise deal with their rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions constitute the entire agreement between you and Smart Finch Marketing and its owner Luke Ivanovic in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with Queensland Law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Queensland.