

Terms and Conditions (Website)

1. Acceptance of Terms

1. Welcome to the Service Today Terms and Conditions agreement for the use of the Service Today Website. These Terms and Conditions of use apply to the entire contents of this website.
2. Any reference to 'you' or 'your' (the individual) in these terms and conditions includes you any other person acting on your behalf or any person that has your authority to do so, either directly, expressly or impliedly. Any reference to 'we', 'us', 'our', or 'ours' means Service Today.
3. By you using this website (www.servicetoday.com.au) ('Website') you agree that you have read and accepted all of these Terms and Conditions and have agreed to and accepted the Service Today Privacy Policy. A copy of the Service Today Privacy Policy relating to the collection and use of Personal Information (as defined in the Privacy Policy) may be found (www.servicetoday.com.au/privacypolicy). Any information provided by you via this Website may be collected and used by Service Today in accordance with its Terms and Conditions and Privacy Policy.
4. Service Today may amend these Terms and Conditions, Service Today policies or any notices from time to time without prior notice. You will be required to accept at your next usage any changed Terms and Conditions or policy updates which apply to your use of this Website.
5. You acknowledge that by using this Website from time to time you shall become bound to the current version of the relevant terms and conditions and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you use this Website.

2. Overview

1. Services Today use's its websites to facilitate the provision of its services to its customers and to promote its products and services.

3. Information and Security PIN

1. If you are required to register yourself, any partners and or spouses, any employees, consultants, servants or subcontractors on this Website you are solely responsible for the security of your username and password and the input of any key data. You are entirely responsible for any and all activities that occur under your username and password. Service Today will not be liable for any loss that you may incur as a result of someone else using your username and password. Where two or more users share the same username and password each will be jointly and severally liable for any and all activities that occur under their password and username.
2. The information you enter must be correct and without errors. By inserting, providing or submitting information in this Website you warrant and represent that you own or are authorised to insert, provide or submit the information. You agree to indemnify Service Today and keep Service Today indemnified against any claim made by a third party which alleges that the information inserted, submitted or provided by you is a breach or violation of their intellectual property or moral rights.

4. Use of this Website

1. You warrant the Personal Information provided by you is not potentially or actually harmful to Service Today and this Website. Use of any malicious code or viruses of any kind either intentionally or unintentionally by you on this Website will result in possible legal action being taken against you.
2. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you or provided for through this Website.
3. Unless otherwise specified you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from this Website.
4. You must not use this Website to harm others or this Website. For example, you must not:
 - a. use this Website to harm, threaten or harass another person, organisation or Service Today;
 - b. damage, disable, overburden or impair this Website (or any network or authorised device connected to this Website);
 - c. resell or redistribute any part of this Website or access to the Website unless expressly authorised to do so in writing;
 - d. use or attempt to use any unauthorised means to modify, reroute or gain access to this Website or services or products offered on this Website;
 - e. use any automated process or service (such as a bot, a spider, periodic caching of information stored by Service Today or metasearching) to access or use this Website or to copy or scrape data from this Website;
 - f. obtain (or try to obtain) any data from this Website or related hardware, except the data that we intend to make available to you; or
 - g. use this Website or related hardware to design, develop or update unauthorised software.
5. You must not attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, further sublicense, distribute, or use for other purposes this Website, any application or other content available or accessible through this Website, or any hardware associated with this Website or with an authorised device. If you do so we may cancel your account and your ability to access this Website, and pursue other legal remedies. We may take any legal action we deem appropriate against users who violate our systems or network security, this agreement or any additional terms referenced in this agreement. Such users may also incur criminal or civil liability.
6. We may use technology or other means to protect this Website, protect our clients, or stop you from breaching this agreement. These means may include, for example, filtering to stop spam or increase security. These means may interfere with your use of the Website and hinder or interrupt your use of the Website. We reserve the right to enforce and verify compliance with any part of this agreement. This includes Service Today's right to cooperate with any legal process relating to your use of this Website, and a third party claim that your use of this Website is unlawful or infringes such third party's rights.

5. No Partnership

1. Your use of this Website will not be construed as creating any relationship of partnership, agency, employee employer relationship or any other similar relationship with Service Today.

6. Termination

1. Service Today may at its sole discretion without prior notice terminate or restrict your access to this Website if it reasonably believes that you have breached these Terms and Conditions, or reasonably believes a breach may occur.

7. Survival of Termination

1. Notwithstanding the terms of clause 6 the provisions of clauses 1, 3, 4, 8 and 10 of this agreement shall survive any termination of this agreement. Service Today may following the termination of this agreement pursue any legal right or remedy for any breach of the agreement by you which may occur.

8. Disclaimer of Warranty and Limitation of Liability

1. Use of this site is at your sole risk all materials, information, products, software, programs and services are provided "as is" with no warranties or guarantees whatsoever. Service Today expressly disclaims to the fullest extent permitted by law all express, implied, statutory and other warranties, guarantees, or representations, including without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement of proprietary and intellectual property rights without limitation, Service Today makes no warranty or guarantee that this Website will be uninterrupted, timely, secure or error-free.
2. You understand and agree that if you download or otherwise obtain materials, information, products, software, programs, and services, you do so at your own discretion and risk and that you will be solely responsible for any damages that may result, including loss of data or damage to your computer system.
3. In no event will Service Today, its directors, employees, consultants, contractors or licensees be liable to any party for any direct, indirect, incidental, special, exemplary or consequential damages of any type whatsoever related to or arising from this Website, or of any site or resource linked to, referenced or accessed through this Website, or for the use or downloading of, or access to, any materials, information, products and services, including, without limitation, any lost profits, business interruption, lost savings, loss of programs or other data, even if Service Today is expressly advised of the possibility of such damages. This exclusion and waiver of liability applies to all causes of action, whether based on contract, warranty, tort or any other legal theories.
4. Where this Website contains references, links or referrals to other websites or products and services provided by other parties these references, links and referrals are provided as a guide only and you must inform yourself and rely upon your own enquiries in relation to the other parties website terms and conditions, privacy policies, products and or services.
5. We do not control any third party, recommend or endorse their products and services unless expressly done so on our Website. In any event we will not be held liable for the actions, conduct, products and services offered by any third parties on our Website. You use the other parties website at your own risk and must rely on your own enquires and judgment in deciding to use their website, products and services.

9. No Representation, Reliance or Advice

1. You acknowledge that neither we nor any person acting on behalf of us has made any representation or other inducement to you to enter into these Terms and Conditions, except for representations or inducements expressly set out in these Terms and Conditions.
2. You acknowledge and confirm that you do not enter into these Terms and Conditions in reliance on any representation or other inducement by or on behalf of us.

10. General

1. **Governing Law**
This Agreement is governed by and must be construed according to the law applying in New South Wales. The parties hereby irrevocably submit to the jurisdiction of the courts of New South Wales.
2. **Waiver**
No indulgence or extension of time which either you or Service Today may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of Service Today in terms hereof, save in the event or to the extent that Service Today has signed a written document expressly waiving or limiting such rights.
3. **Severability**
All provisions of these Terms and Conditions and the Service Today Privacy Policy are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant Terms and Conditions and policies which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as deleted and the remaining provisions of any relevant Terms and Conditions and policies shall remain in full force and effect.