Thank you for visiting www.contractprobe.com or using the ContractProbe service. This website is owned and operated by ContractProbe Pty Ltd. By accessing and/or using this website and related services, you agree to these Terms and Conditions (Terms). You should review our Privacy Policy (available at https://www.contractprobe.com/PrivacyPolicy.pdf) and these Terms carefully and immediately cease using our website and our services if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means ContractProbe Pty Ltd and our related bodies corporate.

1. Accuracy, completeness and timeliness of information

While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website and the ContractProbe services, to the extent permitted by law, including the Australian Consumer Law, we make no warranty or guarantee regarding the information on this website or the services we provide. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

2. Intellectual Property

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (Content).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a personal non-exclusive licence to access the website for your own personal use and to view the Content in the course of that access.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

3. Your obligations

This website and the ContractProbe service are for your own use only. You must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website or obtained using any of our services.

You can only use ContractProbe service if you pay the price that has been agreed between you and us in your subscription agreement.

4. Our rights

We may use the information and documents that you upload to the ContractProbe site to improve our services
and technology. We will not use them for marketing purposes.

5. Unacceptable activity

You must not do any act that is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- Any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- Using this website to defame or libel us, our employees or other individuals;
- Uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- Posting or transmitting to this website any non-authorised material including, but not limited to, material that is reasonably likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down that information at our sole discretion and without notice.

6. Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties, guarantees or representations about this website or the Content or the ContractProbe service, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be totally secure.

WE DO NOT PROVIDE LEGAL ADVICE AND THE USE OF THE CONTRACTPROBE SERVICES DOES NOT GIVE RISE TO A LAWYER-CLIENT RELATIONSHIP. WE RECOMMEND YOU ALWAYS CONSULT A QUALIFIED LAWYER BEFORE SIGNING A CONTRACT. THE CONTRACTPROBE SERVICE PROVIDES INFORMATION ABOUT DRAFT CONTRACTS AND DOES NOT PROVIDE ANY FORM OF LEGAL ADVICE.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any
feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

7. Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event will we be liable for any indirect, consequential or punitive losses, damages, costs or expenses – irrespective of the manner in which it occurs (including for negligence) – which may be suffered or incurred due to your use of the ContractProbe service or our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. We are not aware of your personal circumstances and are not responsible for the consequences of you relying on any information displayed on our website or produced using the ContractProbe service.

OUR MAXIMUM LIABILITY (INCLUDING FOR NEGLIGENCE) FOR DIRECT LOSSES, DAMAGES, COSTS OR EXPENSES IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR THE CONTRACTPROBE SERVICE IS LIMITED TO THE AMOUNT WHICH YOU PAID FOR THE SERVICES WHICH GAVE RISE TO THE RELEVANT LOSS OR DAMAGE.

8. Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of the State of Victoria, Australia and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria in connection with all matters concerning your use of the ContractProbe service or our website and/or the information or materials contained on it.

Date: 7 February 2020