

Goldsea Investments Pty Ltd ATF The Dennett Family Trust T/As Midwest Optical

Website Terms And Conditions

These Terms and Conditions apply to the use of this Website. In using this Website and our services, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the Website. This information is intended for residents of Australia only.

1. Definitions

In these Terms and Conditions:

- 1.1 "we", "us" and "our" are references to Goldsea Investments Pty Ltd ATF The Dennett Family Trust T/As Midwest Optical ACN 083 042 479;
- 1.2 "the Website" means our website located at www.midwestoptical.com.au and unless the context requires otherwise, related services; and
- 1.3 "you" and "your" are references to you as the user of the Website.

2. Your use of the Website

- 2.1 You are provided with access to and are authorised to download or print a copy of material contained on this Website only for your personal use. Without limiting the foregoing, you may not, without our written permission, on-sell any information obtained from this Website. You may not use any data mining robots or other extraction tools, nor metatag or mirror the Website without our prior written permission.
- 2.2 You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Website or any linked website.
- 2.3 You must not use this Website:
 - (a) in breach of any laws or regulations;
 - (b) to transmit unsolicited emails/spam; or
 - (c) to defame, abuse, harass, threaten or otherwise harm any person.

3. Advice and information appearing on the Website

- 3.1 All information contributed by us and appearing at the Website is provided in good faith. Whilst we have no reason to believe that any particular information (including but not limited to any product description) contained on this Website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this Website updated. Where we become aware of any misdescription, we reserve the right to correct any error or omission.
- 3.2 Images appearing on the Website are provided for illustrative purposes only and we do not guarantee that any image appearing on the Website will reflect its true appearance (including its colour) nor that any given image will reflect or portray the full design or options relating to that product.
- 3.3 You accept that any such information provided by us is general information and is not in the nature of advice. Any information provided on the Website is not intended to be used as a substitute for obtaining personalised professional advice from a qualified medical or optometry practitioner.

- 3.4 You should make your own inquiries and seek independent advice from relevant professionals before acting or relying on any information or material which is made available to you through use of the Website. We will not be liable for any loss arising from any action or decision that you make in reliance on its content or otherwise by using the Website.
- 3.5 Without limiting any other provision of these Terms and Conditions, we are not responsible for and accept no liability in respect of any material uploaded, posted or transmitted to the Website by any person other than us. Our editorial control is limited to the selection of materials to make available, although we reserve the right to review any content and amend or alter it as we see fit. Any opinions or advice by third parties remain the responsibility of those third parties and we do not guarantee the accuracy, completeness or usefulness of that content or its fitness for any particular purposes.
- 3.6 Where the information made available on this Website contains opinions or judgements of third parties, we do not purpose to endorse the contents of that opinion or advice.

4. Disclaimer

- 4.1 We do not make any representations or warranties that your access to the Website will be uninterrupted, timely, secure or error free.
- 4.2 We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do we accept responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website.
- 4.3 To the extent permitted by law, any condition or warranty which would otherwise be implied into these Terms and Conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:
- (a) if the breach relates to goods;
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or;
 - (iv) the payment of the cost of having the goods repaired;
 - (b) if the breach relates to services;
 - (i) the supplying of the services again or;
 - (ii) the payment of the cost of having the services supplied again.
- 4.4 In no circumstance will we be liable to you for any indirect, incidental, special and/or consequential losses or damage (including loss of profits, revenue, production, goodwill, data or opportunity or any physical injury) of any nature arising through or as a result of your use of the Website.
- 4.5 This disclaimer set out in these Terms and Conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

5. Intellectual property rights

- 5.1 Copyright in this Website (including text, graphics, logos, icons, photos, sound and audiovisual recordings and software) is either owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation throughout the world, and except as expressly authorised by these Terms and Conditions or with our prior written permission, you may not in any form or by any means reproduce, adapt, store,

distribute, print, display, perform, communicate to the public or create derivative works from any part of or any content appearing on this Website.

- 5.2 "Goldsea Investments Pty Ltd ATF The Dennett Family Trust T/As Midwest OPTical" is our registered trade mark and may not be used except with our prior written consent.
- 5.3 All trade marks, brands and logos generally identified with either with the symbols TM or ® that appear on the Website are either owned by us or we have a licence to use them. Your access to and use of our Website does not license you to use those trade marks in any commercial sense.
- 5.4 If you provide us with any content for inclusion on the Website, you grant us an irrevocable, royalty-free licence to use and reproduce that content on the Website.

6. Restrictions on Use and Conduct

- 6.1 From time to time we may include functionality for users to upload material to or make comments or other postings on the Website. If you avail yourself of these facilities, you must not:
 - (a) upload, post, transmit or otherwise make available on the Website any content that:
 - (i) promotes, encourages or provides information about unlawful conduct or activities;
 - (ii) infringes any third party's intellectual property rights or breaches confidentiality;
 - (iii) includes a photograph or other likeness, or personal information of another person without their consent;
 - (iv) contains pornography, nudity, sexual acts or references;
 - (v) contains profanities, swearing, or vulgarity;
 - (vi) you reasonably respect to be misleading, false or deceptive (whether by representations or omissions); or
 - (vii) contains viruses, worms or other types of malicious or harmful programs, nor take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or
 - (b) damage, modify, interfere with, disrupt or destroy the files, data, passwords, devices or resources that belong to us or do anything that compromises the security of the Website.

7. Updates and newsletters

- 7.1 The Website contains facility for you to receive updates and newsletters from us. Where you register to receive same you consent to the dissemination of such information to the email address provided by you or to any other method agreed by you.

8. Indemnity

- 8.1 You agree to fully indemnify and hold us harmless against any expenses, costs, loss or damage (including consequential loss) that we may suffer or incur as a result of or in connection with your use of the Website and any breach of these Terms and Conditions.

9. Links

- 9.1 This Website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites.

- 9.2 Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.
- 9.3 You may link to our Website with our written consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our Website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

10. Privacy Policy

- 10.1 We undertake to comply with the terms of our privacy policy which appears on our Website and maybe accessed [here](#) *[insert link to privacy policy]*.

11. Termination of Access

- 11.1 The operation of, and your access to this Website may be terminated (whether temporarily or permanently) at any time by us without notice. Those of the Terms and Conditions that are capable of surviving termination will survive any such termination.

12. Waiver

- 12.1 Our failure to take action with respect to any breach by you or others do not waive our rights to take action with respect to subsequent or similar breaches.

13. Governing Law

- 13.1 These Terms and Conditions are governed by the laws in force in Western Australia, Australia.

14. Amendments to Terms and Conditions

- 14.1 We reserve the right to amend these Terms and Conditions from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent and agreement by you to be bound by the Terms and Conditions as amended.