

# Terms of use

Your use of a website, including Muirs.co (each a **Muir Website**), owned by the Muir Group Pty Ltd (ACN 004 732 656) ('**we**' '**our**' '**us**' or '**Muir**') is subject to:

- these Terms of Use;
- our "[Privacy Policy](#)"; and
- any other terms, conditions, notices or disclaimers displayed on any pages of a Muir Website (collectively "**Website Terms**").

By using the Muir Website you will be deemed to accept the Website Terms and agree to be bound by them. If you do not accept these Website Terms, you must not use a Muir Website. The information on the Muir Website is provided in good faith and on an 'as is' basis.

Information on the Muir Website is only general and while we have provided this information in good faith based on what we believe are accurate sources, the information may not be complete or accurate for your purposes. The information provided does not take into account anyone's individual situation. General information should not be relied on instead of professional advice specifically directed to you and your circumstances. Nothing on the Muir Website should be taken to be, or considered, professional advice. No representation or warranty as to the reliability, accuracy or completeness of the information contained on the Muir Website is made.

## Changes to the Website Terms

We may change the Website Terms from time to time by publishing an updated version on a Muir Website. By continuing to use the Muir Website you will be deemed to accept the updated Website Terms and agree to be bound by them.

## Registration may be required to access

We may require you to register with us in order to access some parts of the Muir Website.

Where you register with us, you must keep your registration details confidential; you will be responsible for any access to the Muir Website using your registration details, even if the access is by another person, except to the extent such unauthorised access is caused by our gross negligence.

We may use cookies to gather data in relation to this Muir Website and you consent to us doing so (although you may be able to disable cookies on your web browser).

## No unlawful, infringing or offensive activity

You must not post or transmit to or via the Muir Website any information or material or otherwise use the Muir Website for any activity which breaches any laws or regulations, infringes a third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards. You must also not permit or enable another person to do any of those things.

## No viruses or other interference

You must not transmit to or via the Muirs Website any virus or other information or material or otherwise use the Muirs Website in a way which:

- tampers with, hinders the operation of or makes unauthorised modifications to the Muirs Website;
- inhibits any other user from using the Muirs Website;
- defames, harasses, threatens, menaces or offends any person; or
- contains obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

You must also not permit or enable another person to do any of those things.

### We may suspend or terminate your access

We may suspend or terminate your access to all or any part of the Muirs Website at any time, if you breach these Website Terms in our reasonable opinion.

### Content that you submit to the Muirs Website

This section applies if you submit, post, transmit or otherwise make any material available via a Muirs Website (**your content**).

Where you do so, you grant to us, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate to the public your content for the reasonable purposes of our business, and the right to sub-license those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in your content.

You warrant that you have the right to grant the above licence, that our exercise of the licence rights above will not infringe the intellectual property rights of any person, and that the content is not defamatory and does not breach any law.

We may monitor or review your content, but we are not obliged to do so. We may also alter or remove any of your content at any time, including to ensure the operational integrity of our services.

### No warranties or representations

To the maximum extent permitted by law, and subject to the Australian Consumer Law provisions of these Website Terms:

- we do not represent or warrant that the content on the Muirs Website is accurate, reliable, suitable, or complete.
- Although we use reasonable care and skill in providing the Muirs Website, we cannot promise that the Muirs Website will be continuously available or virus or fault free.

### Our liability to you

Except as set out under this section, we may be liable to you for breach of contract or negligence under the principles applied by the courts.

We are not liable for any loss or damage to the extent that it is caused by you.

To the maximum extent permitted by law and subject to the Australian Consumer Law provisions in these Website Terms we exclude any liability to you that may otherwise arise as a result of your commercial exploitation of the Muirs Website (or any part of it) for business purpose.

If we are not entitled by law to exclude liability arising from breach of a statutory duty or other legislation (including non-excludable guarantees under the Australian Consumer Law) then to the extent we are permitted to do so we limit that liability to resupply of the services, information or links and associated services, as the case may be.

## Australian Consumer Law

Subject to the previous paragraph, nothing in these Website Terms excludes or limits, or has the effect of excluding or limiting, the operation of the Australian Consumer Law or any right you may have under the Australian Consumer Law. **Australian Consumer Law** means the law of that name as set out in schedule 2 of the *Competition and Consumer Act 2010* (Cth).

## Your liability to us

You are liable to us for breach of the Website Terms or negligence under the principles applied by the courts. You are not liable to us for any loss to the extent that it is caused by us.

## Inconsistent terms

If there is an inconsistency between these terms of use and any other terms displayed on individual pages of the Muirs Website ("**other terms**"), the other terms will govern to the extent of the inconsistency.

## No waiver for breaches

If we do not act in relation to a breach of the Website Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you. If you do not act in relation to a breach of the Website Terms by us, you do not waive any rights to act in relation to that breach or any later breach by us.

## Governing law

The Website Terms are governed by the law in force in the State of Victoria, Australia.

## Questions

If you have any questions about these Website Terms of use, please email us [privacy@muir.co](mailto:privacy@muir.co)

**Last Updated: 5 May 2024**