Disclaimer

Terms and Conditions

This domain name and website are owned and operated by Third Phase Steps Pty Ltd ABN 18 607 170 123. Your access to and use of the information, text, graphics, materials and services provided on the website ("Service") is conditional upon your acceptance of, and compliance with, these Terms of Use. For the purposes of the Terms of Use as the context may apply "us", "we", and "our" means Aged Care Steps.

By accessing or using this website you acknowledge and agree to these Terms of Use and to the computer storage, processing and use of personal information in accordance with the provisions of the following Privacy Policy. If, after having read these Terms of Use and Privacy Policy, you do not accept them, you should log out from this website.

We reserve the right to vary these Terms of Use and Privacy Policy at any time by publishing varied provisions on this website. You accept and agree that by doing this we have provided you with sufficient notice of the variation.

1. Intellectual property notice

You acknowledge that copyright is reserved to us and all rights are reserved. We either own the intellectual property rights in the underlying HTML, text, images, audio clips, video, clips and other content material that appears on this website, or have obtained the permission of the owner of the intellectual property to use the content on this website.

You must not use or copy any material appearing on the website other than for the purposes contemplated by this website or in any promotional material for any product without our consent.

Where material not published by us appears on this website, you must not use or copy any such material without the consent of the original owner.

2. Professional advice may need to be obtained

You acknowledge that by us providing the information contained in this website we are not:

- 1. Rendering any legal, accounting, financial or other professional advice or opinions on specific matters or facts
- 2. Guaranteeing repayment of capital
- 3. Making a recommendation to take up particular financial services products.

The information on the website may not take into account any persons' particular circumstances. You should always consult a qualified adviser for advice on whether the information is appropriate to your particular objectives, financial situation and needs.

3. Use of information

The information presented on this website has been compiled from various sources. Please do not rely on the information contained within this website as personal advice. The

description of the various products and services offered is provided solely for general purposes and may not be intended to be a complete description of all the terms, conditions, exclusions applicable to the product or service.

We take reasonable steps to ensure that the information contained in this website is accurate and up-to-date. However the information presented on the website is subject to change without notice and its accuracy is not guaranteed. Please refer to the section headed "Our liability".

4. Our liability

Except as expressly stated in these Terms of Use, all warranties, representations or conditions relating to the Service, or the fitness of the Service for any particular purpose, or to the merchantability of the Service, or to any other aspect of the Service, or as to the information contained in the Service (whether express or implied and whether arising in contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded.

You acknowledge that:

- Our liability or any of our employees or directors under any statutory right or any
 condition or warranty implied by any state Fair Trading Act, Trade Practices Act or
 ASIC Act, which cannot be excluded is, to the extent permitted by law, in the case of
 any services, limited to the supply of the services again or the payment of the cost of
 having the services supplied again.
- 2. The Service is, to the extent permitted by law, provided "as is, as available", without any warranty of any kind including, without limitation, any warranty with respect to the quality, performance or functionality of the Service and that the Service will be interrupted or error free.
- 3. Neither we nor our directors and employees can accept liability for any errors or omissions and make no representations as to the accuracy or completeness of any information contained in the website.
- 4. We, to the extent permitted by law, are not liable to you for any incidental, indirect, special, consequential or economic loss or damage (including loss of profits or opportunities and exemplary and punitive damages) whether arising from negligence or otherwise in relation to these Terms of Use or the failure or omission by us to comply with its obligations under these Terms of Use. Other than stated above, we will not be liable for the cost of procurement of substitute goods, services or technology and in no event will our liability to you exceed \$100. To the extent permitted by law, you indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of or in any way connected to the use of the Service.

5. Links to other web-sites

As a convenience to you this website may contain links to other sites independently maintained by others. Because we do not control these other sites, we cannot be responsible for the content or accuracy of the information or other material on these linked

sites. The fact that we have provided a link to another website does not mean that we make a recommendation or give any endorsement or approval of any products or services contained in those other sites.

Before disclosing your personal information on any other website, we advise you to examine the terms and conditions of those websites. You acknowledge that you cannot make any hyperlinks to this site without our prior written consent.

6. Breach of conditions

If you breach any term or condition of these Terms of Use, we may suspend your access to the Service. We reserve the right to suspend your access to the Service or access to the Service generally due to technical or other problems associated with the Service.

Either party may also terminate this Agreement in that party's absolute discretion immediately on written notice to the other party. We reserve the right to terminate the Service at any time at our absolute discretion.

7. Australian residents only

This website is for access and use by Australian residents only. Some of the Service may be limited in its application to specific States and/or Territories of Australia.

The website and these Terms of Use will be governed exclusively by the law of the State of New South Wales, Australia.