



Terms and Conditions ("Terms")

Last updated: 02 February 2016

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the Assigned contract management service and the Assigned mobile application (the "Service") operated by Assigned ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

You must be at least 18 years of age to use the Service. By using the Service and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

This Service uses cookies. By using the Service and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

Governing Law.

The Service, including contracts concluded in the Assigned system and subsequent digital signatures created on the Assigned system will be deemed, for legal purposes, to have taken place within the Commonwealth of Australia. It is agreed that any disputes, arbitration or legal action instituted by any party, on any matter connected with the Service, shall be instituted within the Commonwealth of Australia, and be subject to the laws of the Commonwealth of Australia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Binding Signatures

By agreeing to these terms and conditions you agree to be bound by the digital signatures that you create using the Service, and thereby STATE and DECLARE that these digital signatures are your legal signature. Furthermore you STATE and DECLARE that using the Service, you are willingly and knowingly signing contracts that will bind you legally to the terms of those contracts.

Content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.



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You grant to Assigned a worldwide, non-exclusive, royalty-free license to reproduce for backup purposes, and make available for reference purposes of contracting parties, or make available where required by law, your user content in any existing or future media. You also grant to Assigned the right to sub-license these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Assigned or a third party (in each case under any applicable law).

You hereby indemnify Assigned and undertake to keep Assigned indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Assigned to a third party in settlement of a claim or dispute on the advice of Assigned's legal advisers) incurred or suffered by Assigned arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Assigned reserves the right to edit or remove any material submitted to this website, or stored on our servers, or hosted or published upon this website.

Notwithstanding Assigned rights under these terms and conditions in relation to user content, Assigned does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate action being taken at the discretion of Assigned.

If you have an account with Assigned, you are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Links To Other Web Sites

Our Service may contain links to third-party websites or services that are not owned or controlled by Assigned. Assigned has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Assigned shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.



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No warranties

This Service is provided “as is” without any representations or warranties, express or implied. Assigned makes no representations or warranties in relation to this Service or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Assigned does not warrant that this Service will be constantly available, although Assigned will endeavor to use their best effort to keep the Service available.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

Assigned will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, the Service:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Assigned has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Assigned's liability in respect of any:

- death or personal injury caused by Assigned's negligence;
- fraud or fraudulent misrepresentation on the part of Assigned; or
- matter which it would be illegal or unlawful for Assigned to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.



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Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Assigned's express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing.

Contact Us

If you have any questions about these Terms, please contact us via our website www.assigned.com.au