

AEOL (Australian Engineering OnLine) “Terms & Conditions”

1. SUBMITTING INFORMATION TO AEOL

When you submit information in any form to AEOL you warrant that:

- a) AEOL maintains the right to refuse to add content that is believed to not be in keeping with the intent of AEOL.
- b) You own the material, product, service or information or have the right to use and publish the content.
- c) The material or information does not breach any law or discriminate against any other person or company.
- d) You are bound by our terms & conditions.

2. AEOL SERVICES

- a) It is the responsibility of the customer to ensure the authenticity of all material attributed to the customer, including but not limited to copyright on photographs, product details and technical information.
- b) AEOL products purchased are valid for a period of 12 months from the date of purchase recorded on the purchase invoice.
- c) ‘AEOL Releases’ will remain online for a minimum of 12 months from date added.
- d) ‘Featured Releases’ will remain in circulation at the discretion of AEOL.
- e) Any form of ‘Recommended Link’ will remain online at the discretion of AEOL or otherwise agreed with customer.
- f) Targeted ‘Recommended Links’ will take priority over other ‘Recommended Links’ for clashing terms.

3. EXTERNAL LINKS

Due to the nature of linking to external sites, AEOL takes no responsibility or warrants any loss of income or cost associated whatsoever for:

- a) Any inappropriate or misleading information on your site.
- b) Links that are broken or moved.

4. QUARTERLY INSIGHTS REPORTS & STATISTICS

AEOL provide statistics out of good faith. AEOL statistics are estimates only to the best of our knowledge from review of analytics software and data.

5. WEBSITE MONITORING

Due to the nature of website monitoring linking to external sites, AEOL takes no responsibility or warrants any loss of income or cost associated whatsoever for:

- a) Any inappropriate or misleading information on your site.
- b) Links that are broken or moved (although AEOL endeavours to monitor and correct these).
- c) Media releases, publications or reports that are on occasion missed in the monitoring process (unless notified by the customer in writing and 14 days allowed to correct error).

6. INDUSTRY UPDATES

All information and links provided in industry updates are subject to the above clauses for each type of marketing available on AEOL.

7. SEARCH ENGINE(S)

You understand that all information (such as data files, written text, computer software, photographs, videos or other images), which you may have access to as part of, or through your use of AEOL, are the sole responsibility of the person or companies from which such content originated. AEOL will not be held liable for any reliance placed on any information provided in content or via links within the search engines.

8. PAYMENT

- a) All amounts shown on our tax invoices are in Australian Dollars unless specified otherwise.
- b) You must pay us in Australian Dollars.
- c) Payment must be made in accordance with the details specified on the purchase invoice
- d) Failure to meet payment terms may result in AEOL suspending services relevant to the outstanding invoice. You agree that AEOL may recover the outstanding amount specified in the invoice together with interest, our legal costs, bank fees and charges, any other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts AEOL pay to any collection agency to act on our behalf.

9. LIABILITY

- a) Casual displacement, omission, inability or failure to publish an advertisement in our websites does not invalidate this contract.
- b) Every care will be taken to ensure prompt insertion of the material but we will not be liable for any loss occasioned by the failure of the material to appear on any specified date or websites.
- c) If AEOL is unable to publish the material for any reason, AEOL will only be liable to you for a maximum refund of the amount you paid us for the publication of the material.
- d) To the extent possible, all implied and express warranties in legislation (including federal and state trade practices and sale of goods legislation) that may give you greater rights than are expressed in this clause are negated.
- e) ‘Take Down’ acknowledge by AEOL will be acted upon as promptly as possible. AEOL accepts no liability for time to remove content.
- f) AEOL accepts no liability for any inaccuracies in content, reliance on AEOL services or links provided from AEOL.

10. CLAIMS

You will indemnify us against all suits, claims and demands made against us and loss or damage suffered by us arising from our publication of your material due to:

- a) A breach of your warranty in clause 1;
- b) Any allegation that we have breached any intellectual property rights of any third party; and
- c) Any other civil or criminal liability we may be exposed to.