

WEBSITE TERMS OF USE

Dentavision Pty Ltd (ABN 73 003 960 156) (**Dentavision**) owns and operates this website. Access to and use of this Website is and the products and services available through this Website (collectively, **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

1 Amendments to Terms of Use

Dentavision reserves the right to amend these Terms of Use 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 an agreement by you to be bound by the terms and conditions as amended.

2 Website

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

3 Linked sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by Dentavision. Dentavision has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

4 Privacy policy

Our privacy policy, which sets out how we will use your information, can be found at *[insert link]*. By using this Website, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate.

5 Prohibitions

- (a) You must not misuse this Website. You will not:
- (i) commit or encourage a criminal offense;
 - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - (iv) infringe upon the rights of any other person's proprietary rights;
 - (v) send any unsolicited advertising or promotional material, commonly referred to as "spam".
 - (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

- (vii) engage in data scraping activity.
- (viii) engage in screen scraping activities.

Breaching this provision may constitute a criminal offense and Dentavision will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

- (b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.
- (c) You will be liable for any claim or demand made or action commenced by any person for any loss or damage connected to or linked or in any way related to your breach of any of the obligations specified in clause 5(a).

6 Intellectual property, software and content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of Dentavision or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Dentavision and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to engage in any activity on the Website such as screen scraping or data scraping or the like. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

7 Disclaimer of liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law Dentavision hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) This does not affect Dentavision's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

8 Linking to this website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

9 Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Dentavision and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Dentavision.

10 Indemnity

You agree to indemnify, defend and hold harmless Dentavision, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

11 Variation

Dentavision must have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

12 Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

13 Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

14 Online purchase

When you place an order via our website, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

15 Pricing and availability

- (a) Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have advertised, we will correct the error straight away.
- (b) Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the "Total Cost".

16 Payment

Upon receiving your order we may carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card must be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit must be used as consideration for the value of goods you have purchased as listed in the confirmation email.

17 Delivery of goods

- (a) All standard orders in Australia, unless requested otherwise by you prior to purchase, are sent by third party delivery service providers with tracking but without insurance.
- (b) While we do everything we can to ensure your order is delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by our carrier that we have no control over or by any event which is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us.
- (c) Insurance is available at an extra cost on all delivery services. We will not cover any loss of goods that are not insured.
- (d) For non-delivery of goods, please notify us by email as soon as possible.

18 Receipt of goods

- (a) You must inspect the goods immediately upon their arrival and if the goods are not in accordance with the specified requirements then you must give notice to us within ten (10) days of receipt of the goods. If you fail to give such notice, the goods must be deemed to be in all respects in accordance with the specified requirements. No claim must be recognised unless made in writing and received by us within ten (10) days after receipt of the goods by you.
- (b) This paragraph does not apply if the goods are subject to consumer guarantees imposed under the Australian Consumer Law — where consumer guarantees apply, refer to clause 20 below.

19 Refund policy

Please choose carefully. We do not normally give refunds if you change your mind or make the wrong decision.

20 Limitation on claims

- (a) We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "force majeure" means any occurrence or omission as a direct or indirect result of which we are prevented from or delayed in performing any of our obligations, is beyond our reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.
- (b) We have no liability to the extent that a failure of the goods is attributable to any act or omission on your part.

- (c) Our liability for failure to comply with a consumer guarantee is limited to:
 - (i) in the case of goods supplied by us, the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair); and
 - (ii) in the case of services supplied by us, the supply of the services again or the payment of the cost to the Customer of having the services supplied again.
- (d) Subject to the prior, no attempt is made to exclude or limit liability arising under the Australian Consumer Law to the extent that there is a statutory restriction on such exclusion or limitation.
- (e) In all other respects, our total liability for loss or damage of every kind, whether:
 - (i) arising pursuant to the terms of service; or
 - (ii) arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action,is limited to an amount equivalent to the sum paid by you to us for the goods.
- (f) Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms of service, we do not accept liability to you in respect of any indirect or special loss or damage which may be suffered or incurred by you in respect of goods or services supplied pursuant to these terms.

21 Warranty disclaimer

- (a) To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded.
- (b) The application of the United Nations Convention on Contracts for the International Sale of goods (the Vienna Convention) to this agreement (by virtue of any law relevant to this agreement) is excluded.

22 Title and risk

Title in the goods does not pass to you until payment has been received. Risk of loss or damage to the goods passes to you upon dispatch.

23 Waiver

Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

24 Entire agreement

The above terms of service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

25 Governing law

These terms of service are governed by the laws in force in New South Wales. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

26 Terms & Termination

These Terms of Use begin when you first access the Services and continues for as long as you use the Services. If you breach these Terms of Use, Dentavision may at its discretion:

- (a) terminate your access to the Services with or without notice to you;
- (b) suspend your access to the Services or;
- (c) take action to recover all losses, claims or damages incurred by Dentavision linked to, associated with or connected to your breach.