

# Australian Schools Information System

## 条款与条件

以下是作为访客或注册用户使用网站 [australianschools.aeas.com.au](http://australianschools.aeas.com.au)（以下简称“网站”）的使用条款与条件（以下简称“条款”）。在开始使用本网站之前，请仔细阅读这些使用条款。使用此网站即意味着您接受并遵循这些网站使用条款与条件。

如果您不同意以下条款与条件，请勿使用本网站。

### 1 关于澳大利亚学校信息系统网站

1.1 我们是：澳大利亚学校信息系统 (ASIS) 网站由澳大利亚教育评估服务机构(AEAS)开发并设立。我们的总部位于澳大利亚墨尔本，我们在中国北京也设有办事处。

### 1.2 联系方式：

墨尔本办公室（总部）：

Australian Education Assessment Services

ABN 68 108 370 770

Level 1, 383 Clarendon Street

South Melbourne VIC 3205

AUSTRALIA

电话: +61 3 9645 0077

邮箱: [admin@aeas.com.au](mailto:admin@aeas.com.au)

网站: [www.aeas.com.au](http://www.aeas.com.au)

中国办公室:

Australian Education Assessment Service (AEAS)

Room 605, 6th Floor, Chaoyangmen SOHO,

Chaoyangmennei Avenue, Dongcheng District,

Beijing, 100010, China

北京益爱思教育咨询有限公司

北京市东城区朝阳门内大街南竹竿胡同 1 号朝阳门 SOHO 605

邮编：100010

电话: +86 10 8454 9147/86 10 8454 9157

邮箱: [infochina@aeas.com.cn](mailto:infochina@aeas.com.cn)

网站: [www.aeas.com.cn](http://www.aeas.com.cn)

### 1.3 我们在学校和申请人/留学代理之前的作用：

澳大利亚学校信息系统 (ASIS) 为国际学生、及其家长和留学代理提供澳大利亚学校的相关信息。它在学校和留学生之间搭建了一座沟通桥梁，并简化了申请流程。AEAS 作为一所独立机构，不倾向于某一所学校，也不为学生推荐学校。因此我们不提供关于申请澳大利亚学校的建议或咨询。

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## 2 条款的变更

2.1 我们保留随时对这些条款进行更改, 修订, 更新, 增加或删除的权利。请您确保每次使用本网站时都仔细阅读这些条款。如果您在我们发布这些条款变更后继续使用本网站, 即表示您接受新的条款。

2.2 这些条款的最新文稿批准和发布于 2020 年 2 月 10 日。

## 3 浏览本网站时使用的用户信息

3.1 我们会严格依照隐私政策来处理用户的个人信息。使用本网站, 即表示用户同意我们的处理方式, 并保证其提供的所有数据都是真实准确的。

3.2 学生和留学代理在访问本网站的某些区域时, 需要进行注册并提供真实个人信息。AEAS 将来可能会遵循隐私政策使用您提供的个人信息与您沟通。学生和留学代理同意在注册账户的过程中提供真实和完整的信息, 并且在信息变更时更新其信息。

## 4 访问和使用我们的网站

4.1 本网站只能用于合法的目的。在使用本网站时, 您不能有以下行为:

4.1.1 对本网站进行解密, 摘录, 反汇编, 反向工程或反向编译。

4.1.2 以非法的或欺诈性的方式使用本网站, 或达到任何非法的或欺诈性的目的或效果。

4.1.3 在任何其它软件程序中包含本网站的任何一部分。

4.1.4 通过任何方式提供给未授权方使用本网站的权利。

4.1.5 直接或间接使用本网站或其部件建立任何修改或派生作品。

4.1.6 蓄意传播任何数据, 发布或上传任何含有病毒、特洛伊木马、蠕虫、定时炸弹、键盘记录软件、间谍软件、广告软件、或其他任何有害程序或类似的计算机代码对本网站的计算机软件或硬件的运行造成损害。

4.1.7 以任何方式损害, 干扰或破坏本网站。

4.1.8 利用本网站或从本网站获取的信息进行传播, 或发送任何未经请求或授权的广告或宣传材料, 或任何其他形式的宣传(垃圾邮件)。

4.1.9 将本网站用于非法的、不正当的或违反法律的任何目的, 破坏或者任何有可能破坏法律的行为。

4.1.10 利用本网站损害他人合法权益或侮辱他人, 以有害的方式限制或阻止其他用户使用和享用本网站。

4.1.11 利用本网站假冒任何个人或实体, 或虚假陈述或歪曲其与该个人或实体的隶属关系。

4.1.12 发表不诚信和不诚实的自我意见。

4.1.13 以任何方式伤害或尝试伤害未成年人为目的使用本网站。

4.1.14 利用本网站获取的联系方式骚扰任何人。

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- 4.2 您访问本网站是临时性质, 我们保留撤回或修改我们在本网站上所提供的服务, 且不另行通知的权利。如果本网站由于任何原因在任何时间或期间无法使用, 我们将不承担任何责任。
  - 4.3 我们会尽可能的维护本网站, 但不能确保本网站持续运行或无中断或无差错。任何用户都不得试图干扰本网站的正常工作, 尤其不得试图绕过安全, 篡改, 通过黑客技术或其它途径干扰任何计算机系统, 服务器, 网站, 路由器或任何其它互联网连接设备。建议您在访问网站前或访问期间使用适当的病毒防护软件。
  - 4.4 我们保留在任何时间和出于任何原因或没有任何原因的情况下, 暂停或终止您对网站或其任何部分访问或使用权的权利。我们也可能会限制注册用户对网站部分功能的访问。
  - 4.5 您需要按照安全流程设置个人账号、代码、密码或其它信息, 并有责任维护这些信息的机密性, 不能透露给任何第三方。请您确保在不使用本网站时退出登录系统, 并且确保您用来访问本网站的设备在您不使用时已经安全锁定。如果您怀疑任何非法使用您的个人账号、代码或密码、或其他安全漏洞的行为, 则必须告知 AEAS。
  - 4.6 如果我们相信您违背了任何这些条款的规定, 我们有权在任何时候禁用任何无论是由您设置还是由我们分配的个人账号、代码、密码。由于您违背了这些条款的规定而导致个人账号、代码、密码的泄露造成的损失或损害, 我们不承担任何责任。未经账户持有人的明确许可, 不得在任何时候使用他人的账户。
- 5 知识产权
- 5.1 本网站包含的任何材料的所有版权和其它知识产权都隶属于 AEAS 所有。
  - 5.2 用户可以访问本网站任何部分, 并且下载或复制材料 (通过将单页打印在纸上), 仅用于个人非商业的目的。禁止将信息下载到任何其他服务器或其他连接到网络的设备。这些材料的知识产权都归 AEAS 所有, 或者材料的所有权已经被拥有者授权给 AEAS。禁止复制, 散发, 或将通过本网站获得的任何材料用于任何商业目的。
  - 5.3 本网站包含的商标属于 AEAS, 或者已经被商标所有者授权给 AEAS。除非已经提前获得商标所有者的书面认可, 否则您不被允许在任何情况下使用这些商标。如果任何个人或机构使用 AEAS 的名称, 材料, 标识或商标作为非法的目的, AEAS 将会采取法律行动阻止。
  - 5.4 从本网站上下载或复制的任何材料, 您都不得擅自删除包含在原始材料里的任何版权, 商标, 或知识产权公告。

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- 5.5 除了链接到主页作为您个人使用外,不允许与本网站建立链接,除非提前获得我们的书面许可。不允许从框架集定义中链接到本网站,除非提前获得我们的书面许可。
  - 5.6 禁止通过系统的下载本网站的主要部分来创建数据库。
  - 5.7 AEAS 保留任何在这些条款中没有明确授予的,或者条款中引用的文档的权利。
- 6 上传内容到本网站
- 6.1 学校：
    - 6.1.1 当学校信息上传到我们网站的公共论坛时,即表示 AEAS 具有不可撤销的,永久的,全球性的,非排他的,免版税的可转让许可(具有分许可的权利),允许通过任何媒体格式和任何媒介出版,复制,分发,产生衍生作品,展示,广播和执行部分或全部内容。
    - 6.1.2 在本网站限制的论坛内,学生、留学代理和学校之间的所有通信均被视为私人通信,不包含在上述 6.1.1 条款内。AEAS 无权获取此信息,除非学校直接要求,否则出于任何原因访问该信息均将违反其行为守则。使用我们的“申请和追踪”服务时受到本条声明的约束。
  - 6.2 学生和留学代理：
    - 6.2.1 无论学生还是留学代理,在申请过程中上传到网站受限论坛的所有内容均被视为私人信息,AEAS 对此信息不保留任何权利。在条款内,这些信息在学生、留学代理和学校之间共享是基于各方的慎重决定。使用我们的“申请和追踪”服务时受到本条声明的约束。
    - 6.2.2 未满 16 岁的学生在上传内容到本网站时,即表示他们已得到家人或监护人的许可。
    - 6.2.3 任何用户上传的任何内容都应遵守这些条款。如果用户被发现违反了这些条款,他们将承担责任并被追究某种形式的赔偿。如果您对您要上传的内容有任何疑问,或者是否已经获得适当的许可来上传此类内容,那么您则不应该上传,并寻求进一步的建议。
    - 6.2.4 如果有第三方声称您上传的任何内容侵犯了其权利,AEAS 有权将您的身份透露给第三方。
  - 6.3 所有用户同意,他们不会上传任何非法,诽谤,淫秽,煽动歧视或仇恨的内容,或者违反您所居住国家的法律,或者在我们使用或保留时会导致违法的内容。

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## 7 链接到其它网站

- 7.1 AEAS 提供指向其他网站的链接和第三方提供的其他资源，并且旨在链接到我们认为通过提供有用的背景知识，专家建议和消息，以及明智的评论和观点来加强您体验的网站。如果任何链接被认为不妥当或不相关，并且不会为浏览网站的体验增值，请告知 AEAS。
- 7.2 从本网站到外部网站存在的链接并不意味着我们支持或推广这些网站和这些网站上显示的观点、产品或服务。我们无法控制这些外部网站的内容或者其他第三方资源的内容，也不承担由于使用这些外部网站而导致的任何损失或损害的责任。
- 7.3 我们不会就提供链接的网站或其他资源收到任何付款或以实物付款。如果内容是被赞助的，或者如果它包含了广告的背景，我们会清楚注明。我们通常会链接到免费访问的内容，但是有些时候您进入新网站后可能被要求注册或订阅要约或服务，用户自行决定是否进入此合约。我们不会链接到在浏览内容之前就要求付费的网站。
- 7.4 当我们发现丢失的，破损的或重新定向的链接时，我们会对此修复或删除。如果您发现任何故障或系统无法正常运行的情况，请及时告知我们。

## 8 免责声明和责任限制

- 8.1 AEAS 致力于在本网站上提供正确的信息，但是，对于如下情况，不做任何明示或暗示的担保：(i)其准确性；或者(ii)其可用性，并且 AEAS 对于错误或遗漏不承担任何责任。AEAS 对于信息的使用方式，信息的解释方式或其被信任的程度不承担任何责任。我们不保证网站上的信息适合任何特定目的。学生和留学代理应该了解，学习课程的可能性取决于所申请学校自身的录取标准。
- 8.2 本网站的内容仅供一般参考，在制定具体决策时并不构成任何形式的意见或建议。AEAS 已经尽可能采取措施确保网站上包含的材料是最新的和精确的，但是，在法律允许的最大范围内，AEAS 不就本网站及本网站包含的所有材料提供任何明示和暗示的保证。特别是（但是不限于上述内容），AEAS 不对本网站或网站所包含材料的质量，准确性，时效性，完整性或适用性不作任何保证。
- 8.3 在法律允许的最大范围内，对于使用本网站或无法使用本网站所造成的任何索赔，费用，罚款，损失（无论是直接的，间接的或结果性的损失，或者任何性质的经济或特殊损失），损害或花费，AEAS 概不承担责任。AEAS 不对本网站所载的信息或建议，或第三方在本网站进行任何未经授权的访问或更改承担责任。
- 8.4 对于超出我们合理控制的任何事件或情况导致的任何违反这些条款的行为，我们不承担责任，包括但不限于罢工，停工，或其他劳资纠纷，系统故障或网络访问故障，或洪水，火灾，爆炸或事故。

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8.5 在适用的法律下，这些条款的任何规定都不得免除或限制我们对因疏忽而造成的死亡或人身伤害责任。

## 9 其它

9.1 这些条款并非旨在授予第三方任何利益。

9.2 这些条款受到澳大利亚法律的解释和翻译。澳大利亚法院对源于本条款的任何索赔，纠纷，或由此产生的其他事项具有专属管辖权，向本网站任何用户的居住国法院提起诉讼不会损害 AEAS 的权益。

9.3 如果具有合法管辖权的法庭认定这些条款的任何条文无效，则该条文的无效将不影响这些条款其它条文的有效性，这些条文将仍保持全面实施并有效。

9.4 如果我们未能按照这些条款和条件行使任何权利或补救措施，并不构成对该权利或补救措施的放弃。

(条款与条件的中文翻译以英文原版为基础，如有任何歧义请参考英文原版)

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## Terms and Conditions

These are the terms and conditions ('Terms') on which you may use the website [australianschools.aeas.com.au](http://australianschools.aeas.com.au) ('Website'), whether as a guest or a registered user. Please read these Terms carefully before you start to use the Website. By using the Website, regardless of how you access it, you confirm that you accept these Terms and that you agree to abide by them.

If you do not agree to these Terms, please do not use the Website.

### 1. About the Australian Schools Information System website

1.1 Who we are: The Australian Schools Information System (ASIS) website has been developed and set up by Australian Education Assessment Services (AEAS). Our Head Office is in Melbourne Australia and we have an office in Beijing China.

#### 1.2 Contact details:

Melbourne Office (Head Office):

Australian Education Assessment Services  
ABN 68 108 370 770  
Level 1, 383 Clarendon Street  
South Melbourne VIC 3205  
AUSTRALIA  
Tel: +61 3 9645 0077  
Email: [admin@aeas.com.au](mailto:admin@aeas.com.au)  
URL: [www.aeas.com.au](http://www.aeas.com.au)

China Office:

Australian Education Assessment Service (AEAS)  
Room 605, 6th Floor, Chaoyangmen SOHO,  
Chaoyangmennei Avenue, Dongcheng District,  
Beijing, 100010, China  
北京益爱思教育咨询有限公司  
北京市东城区朝阳门内大街南竹竿胡同1号朝阳门SOHO 605  
邮编 : 100010  
Tel: 86 10 8454 9147/86 10 8454 9157  
Email: [infochina@aeas.com.cn](mailto:infochina@aeas.com.cn)  
URL: [www.aeas.com.cn](http://www.aeas.com.cn)

#### 1.3 Our role between schools and applicants/agents:

The ASIS provides a service to international students, their parents and education agents by providing access to relevant information regarding schools in Australia to inform their application choice. It provides a pathway between schools and prospective students and simplifies the application process. AEAS is independent and does not endorse one school over another nor make school recommendations for prospective students. We do not provide advice or counselling about Australian schools.

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2. Changes to the Terms
  - 2.1 We reserve the right at all times to vary, change, alter, amend, add to or remove any of these Terms. Please ensure that you review these Terms each time you use the website as you will be deemed to have accepted a variation if you continue to use the website after the variation has been posted.
  - 2.2 The current draft of these Terms was adopted and published on 10 February 2020.
3. Information about users when visiting the Website
  - 3.1 We process information about users in accordance with our [privacy policy](#). By using the Website, users consent to such processing and warrant that all data provided by them is accurate.
  - 3.2 Students and agents will be asked to register, using certain personal details, before being given access to certain areas of our Website. AEAS may use the details provided by such users in future to contact them in accordance with our privacy policy. Students and agents agree to disclose true and complete information during the account registration process, and to update their information if and when it changes.
4. Access to and use of our Website
  - 4.1 This Website must only be used for lawful purposes. When using the Website, it is expected that no user will:
    - 4.1.1 Decrypt, extract, disassemble, reverse-engineer or decompile the Website
    - 4.1.2 Use the Website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect
    - 4.1.3 Include any portion of the Website in any other software program
    - 4.1.4 Develop methods to enable unauthorised parties to use the Website
    - 4.1.5 Create any modifications or derivative works directly or indirectly using the Website, or components thereof
    - 4.1.6 Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware of the Website
    - 4.1.7 Damage, interfere with or disrupt the Website in any way
    - 4.1.8 Use the Website or information obtained from the Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
    - 4.1.9 Use the Website for any purpose that is unlawful, improper or illegal, or in breach of any, or for the purpose of breaching any, law
    - 4.1.10 Use the Website in a way which infringes the rights of or harasses anyone else, is harmful to, or otherwise restricts or inhibits anyone else's use and enjoyment of the Website
    - 4.1.11 Use the Website to impersonate any person or entity or falsely state or misrepresent their affiliation with a person or entity
    - 4.1.12 Post comments about themselves which are not in good faith and in accordance with their honestly held beliefs



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- 4.1.13 Use the Website for the purpose of harming or attempting to harm minors in any way
    - 4.1.14 Use contact details obtained using the Website to harass any person
  - 4.2 Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period.
  - 4.3 We will use our reasonable endeavours to make the Website available but cannot guarantee that the Website will operate continuously or without interruption or be error-free. No user must attempt to interfere with the proper working of the Website and, in particular, they must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. It is advisable to use the appropriate antivirus software before and during access to the Website.
  - 4.4 We reserve the right, at any time and for any reason or none, to suspend or terminate access to, or use of, the Website, or any part thereof. We may also restrict access to some parts of our Website to users who have registered with us.
  - 4.5 Where a Personal ID, code, password or any other piece of information is provided as part of our security procedures, it is expected that such information is treated as confidential and not disclosed to any third party. All precautions must be taken to ensure that devices used to access the Website are securely locked when not in use, and all users are logged off when their session is complete. AEAS must be notified if there is a suspicion that there has been any unauthorised use of a Personal ID, code or password, or any other breach of security.
  - 4.6 We have the right to disable any Personal ID, code or password, whether chosen by the user or allocated by us, at any time, if in our opinion there has been a failure to comply with any of the provisions of these Terms. We will not be liable for any loss or damage whatsoever resulting from the disclosure of your Personal ID, code or password contrary to these Terms. It is not permitted to use another person's account at any time without the express permission of the account holder.
- 5. Intellectual property rights
  - 5.1 AEAS is the owner or licensee of all copyright and other intellectual property rights in any material contained on the Website.
  - 5.2 Users may access any part of the Website and download or copy material (by printing off individual pages onto paper) for personal non-commercial use only. It is not permitted to download information onto any server or other device connected to a network. The intellectual property rights in such material shall be retained by AEAS or, where the material has been licensed to AEAS, by the owners of the rights in the material. Copying, distributing or any use of the material contained on the Website for any commercial purpose is prohibited.
  - 5.3 The Website contains trademarks which belong to AEAS or which have been licensed to AEAS by the trademark owners. Any use of these trademarks is forbidden unless prior written permission has been obtained from the trademark owner. AEAS will take legal action against any individual or organisation which seeks to use AEAS' name, material, logos or trademarks for unlawful purposes.

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- 5.4 No copyright, trademark or intellectual property notices contained in the original material from any material downloaded or copied from the Website may be removed.
  - 5.5 Links to the Website are not permitted, other than links to a user homepage for personal use, except with our prior written permission. Links to the website from within a frameset definition are not permitted except with our prior written permission.
  - 5.6 It is prohibited to create a database by systematically downloading substantial parts of the Website.
  - 5.7 Any rights not expressly granted in these Terms, or any document referenced in them, are reserved to AEAS.
6. Uploading content to the Website
- 6.1 Schools:
    - 6.1.1 When school information is uploaded to the public forum of our Website it is understood that AEAS has irrevocable, perpetual, worldwide, non-exclusive, royalty-free, transferable license (with right to sub-license) to use, publish, reproduce, distribute, produce derivative works of, display, broadcast and perform the Content in part or as a whole, in any media formats and through any media channels.
    - 6.1.2 All communication between students, agents and schools within the restricted forum of the Website is considered private and is not covered by 6.1.1 above. AEAS has no rights to this information and it would be a breach of their code of conduct to access this information for any reason unless directly requested by the School. The use of our 'Apply and Track' service is governed by this Declaration.
  - 6.2 Students and Agents:
    - 6.2.1 All Content uploaded to the restricted forum of the Website as part of the application process, whether by Students or Agents, is considered private and AEAS retains no rights to this information whatsoever. This information is shared between students, agents and schools at each parties' discretion and within these Terms. The use of our 'Apply and Track' service is governed by this Declaration.
    - 6.2.2 By uploading Content to the Website, a Student under 16 years of age is confirming that they have the permission of their parent or guardian to do so.
    - 6.2.3 All Content uploaded by any user shall fully comply with these Terms. If a user is found to be in breach of these Terms they will be held liable and a form of indemnity will be pursued. If there is any doubt as to the Content to be uploaded or whether the appropriate permission has been granted to upload such Content, then it should not be uploaded and further advice should be sought.
    - 6.2.4 AEAS shall be entitled to disclose the identity of any user to a third party who claims that any Content uploaded has infringed their rights.
  - 6.3 All users agree that they will not upload any Content which is illegal, defamatory, obscene, incites prejudice or hatred or which is unlawful to possess in the country in which they are resident, or unlawful for us to use or to hold.

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## 7. Links to other websites

- 7.1 AEAS provides links to website and other resources provided by third parties, and aims to link to websites that we feel will enhance the experience by offering useful background knowledge, specialist advice and information, and informed commentary and views. Please advise AEAS if any links are believed to be inappropriate or irrelevant and do not add value to the Website.
- 7.2 The existence of links from the Website to external websites does not mean that we endorse or promote those websites, the views of their developers, products or services made available on them. We have no control over the content of those external websites or other third party resources, and accept no responsibility for and exclude all liability that may arise with respect to them or for any loss or damage that may arise from your use of them.
- 7.3 We receive no payment or payment in kind in respect of websites or other resources to which links are provided. If content is sponsored, or if it is included within the context of an advert, we make this clear. We normally link to content which is free to access, but occasionally it may be necessary to register or subscribe to an offer or service once a new site has been entered. It is at the user's discretion whether they enter this transaction. We will not link to websites which require payment before viewing the content.
- 7.4 We fix or remove missing, broken, or redirected links whenever we find them. We would appreciate notification if there appears to be a malfunction or the system isn't working in the expected manner.

## 8. Disclaimer and limitation of liability

- 8.1 AEAS has taken care to ensure that the information on the Website is correct. However, no warranty, express or implied, is given as to: (i) its accuracy; or (ii) its availability, and AEAS does not accept any liability for error or omission. AEAS is not responsible for how the information is used, how it is interpreted or what reliance is placed on it. We do not guarantee that the information on the Website is fit for any particular purpose. Students and Agents should be aware that the availability of courses of study is subject to conditions applied by individual institutions at their sole discretion.
- 8.2 The content of the Website is for general information only and does not constitute any form of advice or recommendation upon which a specific decision should be made. AEAS has taken steps to ensure the materials contained on its Website are current and accurate, but to the fullest extent permitted by law AEAS hereby excludes any warranty, whether express or implied, by statute at common law or otherwise, relating to the Website and the material contained on the Website. In particular (but without limitation of the above), AEAS gives no warranties as to quality, accuracy, timeliness, completeness or fitness for a particular purpose of the Website or of the material contained in it.
- 8.3 To the fullest extent permitted by law, AEAS shall not be liable for any claims, costs, penalties, loss (whether direct, indirect or consequential and whether economic or special loss of any nature), damages or expenses arising from the use or from the inability to use the Website. AEAS does not accept liability from reliance on information or advice contained on the Website or from any unauthorised access or alteration to the Website by a third party.

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- 8.4 We shall have no liability to you the user, for any breach of these Terms caused by any event or circumstance beyond our reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes, breakdown of systems or network access, or flood, fire, explosion or accident.
- 8.5 Nothing in these Terms shall exclude liability for death or personal injury directly caused by our negligence, nor any other liability which cannot be excluded or limited under applicable law.

## 9. General

- 9.1 These Terms are not intended to confer any benefit on a third party.
- 9.2 These Terms shall be construed and interpreted in accordance with the laws of Australia. The courts of Australia shall have exclusive jurisdiction in relation to any claim, dispute or other matters arising therefrom, without prejudice to AEAS' right to bring proceedings in the courts of the country of residence of any user of the Website.
- 9.3 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms which shall continue to have full force and effect.
- 9.4 The failure by us to exercise any right or remedy under these terms and conditions shall not constitute a waiver of that right or remedy.