

Terms and Conditions

1. Overview

This website is operated by Formul8 Solutions Pty Ltd (“the Site”). Throughout the site, the terms “we”, “us”, and “our” refer to Formul8 Solutions Pty Ltd. We offer this website, including all information, tools, and services available from this site to you, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms, conditions, and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the site shall be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following any changes constitutes acceptance of those changes.

2. General Conditions

2.1 Eligibility: By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you have given us your consent to allow any of your minor dependents to use this site.

2.2 Prohibited Uses: You agree not to use our site or services for any illegal or unauthorised purpose, nor may you violate any laws in your jurisdiction (including copyright laws) in using the Service. You are prohibited from transmitting any destructive code, such as worms or viruses.

2.3 Termination: A breach or violation of any of these Terms will result in an immediate termination of your access to the Service.

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2.4 Refusal of Service: We reserve the right to refuse service to anyone for any reason at any time.

2.5 Content Transmission: Your content (excluding credit card information) may be transferred unencrypted and involve transmissions over various networks, or changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

2.6 Reproduction and Use of Content: You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without express written permission from us.

2.7 Headings: The headings used in this agreement are for convenience only and will not affect these Terms.

3. Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this site is inaccurate, incomplete, or not current. The material on this site is provided for general information only and should not be relied upon as the sole basis for making decisions. Any reliance on the material is at your own risk.

4. Modifications to Service and Pricing

We reserve the right at any time to modify or discontinue the Service (or any part thereof) without notice. Prices for our products are subject to change without notice, and we shall not be liable for any modification, price change, suspension, or discontinuance.

5. Products or Services (if applicable)

Certain products or services may be exclusively available online through the Site. These products or services may have limited quantities and are subject to return or exchange according to our Return Policy.

We make every effort to accurately display our products and services. However, we do not guarantee that your monitor's display of any colour will be accurate.

We reserve the right to limit sales to any person, geographic region, or jurisdiction and may exercise this right on a case-by-case basis. All descriptions, prices, and availability of products are subject to change at any time without notice, and any offer is void where prohibited.

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6. Billing and Account Information

We reserve the right to refuse any order you place with us. We may limit or cancel quantities purchased per person, household, or order. If we make a change or cancel an order, we may attempt to notify you via the contact details provided at the time of the order.

You agree to provide current, complete, and accurate purchase and account information for all purchases. You agree to promptly update your account and payment information, including email address and credit card details.

7. Optional Tools

We may provide access to third-party tools over which we neither monitor nor have control. You acknowledge that we provide access to such tools "as is" and "as available" without any warranties or endorsements. Any use of optional third-party tools is at your own risk and discretion.

We may offer new services or features through the website (including new tools and resources). Such services/features will be subject to these Terms.

8. Third-Party Links

The Site may contain links to third-party websites. These links are provided for your convenience and do not imply endorsement or responsibility for their content. You access these third-party sites at your own risk, and you should review their terms and policies before engaging in any transaction.

9. User-Generated Content and Feedback

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

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You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

10. Personal Information

Your submission of personal information through the site is governed by our Privacy Policy. Please review our Privacy Policy for more information.

11. Errors, Inaccuracies, and Omissions

Occasionally, there may be errors or omissions in the Site related to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors and update or cancel orders without prior notice, including after an order has been submitted.

12. Disclaimer of Warranties and Limitation of Liability

We do not guarantee that your use of our Service will be uninterrupted, timely, secure, or error-free. You expressly agree that your use of the Service is at your sole risk. The Service is provided 'as is' without any warranties of any kind, either express or implied.

In no case shall Formul8 Solutions Pty Ltd, its directors, officers, employees, affiliates, agents, contractors, suppliers, or licensors be liable for any injury, loss, claim, or damages of any kind, including indirect, incidental, or consequential damages arising from your use of the Service or any product purchased through the Service.

13. Indemnification

You agree to indemnify, defend, and hold harmless Formul8 Solutions Pty Ltd, its parent, affiliates, and employees from any claims, demands, or expenses, including legal fees, arising from your breach of these Terms or violation of any law or rights of a third party.

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14. Severability

If any provision of these Terms is deemed invalid or unenforceable, that provision shall be enforced to the fullest extent permitted, and the remaining provisions shall remain in full force and effect.

15. Termination

The obligations and liabilities incurred prior to termination shall survive the termination of these Terms. You may terminate these Terms by ceasing use of the Site and notifying us. If we suspect a breach of these Terms, we may terminate the agreement without notice.

16. Entire Agreement

These Terms, along with our Privacy Policy and any posted notices, constitute the entire agreement between you and Formul8 Solutions Pty Ltd, governing your use of the Site. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

17. Governing Law

These Terms of Service and any separate agreements shall be governed by and construed in accordance with the laws of Western Australia, Australia. Any disputes shall be resolved exclusively in the courts of Western Australia.

18. Changes to Terms of Service

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update or replace any part of these Terms by posting changes on our website. It is your responsibility to check our website periodically for changes.

19. Contact Information

**Questions about the Terms and Conditions should be sent to us at:
chris.cooper@formul8solutions.com.au**