

# WEBSITE TERMS AND CONDITIONS

**Last updated:** 13 June 2025

## 1. Introduction

These terms and conditions (including all their parts and references materials) (**terms**) between us, Bilston Group Pty Ltd (ABN 71 679 894 396) / RC Tech Solutions Pty Ltd (ABN 70 687 526 941) (**we, our or us**), and our online visitor or user (**you or your**), govern our provision and your access and use of our online properties including our website, content, app, feature and others and related services (each a **service**).

**By accessing or using our service you confirm that you agree to, and accept to be bound by, these terms, and each party confirms the value of the mutual promises exchanged.**

Unless the context otherwise requires, any defined expression in bold shall have the same meaning throughout these terms.

If you have any questions or if you do not understand anything explained in these terms, please [contact us](#).

## 2. These terms apply

If you do not agree with our terms, you must not access or use our service.

You are responsible for ensuring that all persons who access our service through your device are aware of these terms, and that they comply with them.

Additional terms and conditions may apply to you if you use any third party services, content or features.

We may amend these terms from time to time. We will notify you of any significant changes. However, by continuing to access or use our service, you agree to be bound by our latest terms.

## 3. Your responsibilities

Without prejudice to your general obligation to comply with these terms, you agree that you are solely responsible for:

- complying with section 12 about prohibited acts;
- complying with the laws applicable to you and your use of our service;
- ensuring that the device used to access our service is owned by you, that it meets general minimum hardware requirements, is appropriately configured and secured, is connected to an appropriate network, and is always updated to the latest software;
- all costs and expenses you may incur in relation to your use of our service; and
- other responsibilities set out in these terms.

## 4. Your use of our service

We grant you a limited, revocable, non-exclusive, personal and non-transferable licence without the right to sublicense and for a limited duration to access and use our service and its parts only for your own information purposes in the way as made available or determined by us from time to time.

We are the owner or the licensee of all intellectual property rights in our services including our information, content, tool, feature and any other material published in or generated by our service and for the avoidance of doubt, including the layout, design, format, arrangement or structure of such material. Those works are protected by copyright laws and treaties around the world and we may be bound by restrictions under a contract. We reserve all rights.

You are not permitted to publish, disclose, modify, use to create derivative works or otherwise use in whole or in part any material published in or generated by our service.

If we give you an express personal written permission to use any content, you must comply with our instructions and licence and not use such materials separately from any accompanying materials or text. Our status (and that of any identified contributors) as the authors of our service must always be acknowledged.

If breach these terms, your right to use our service or any part of it will cease immediately and you must stop using it immediately and, upon request, immediately return and destroy any copies.

We will monitor your use of our service for compliance with our terms. If we discover any breach by you, we will take appropriate steps to mitigate our loss or damage.

## **5. Service availability and change of service**

Each service is provided on an 'as is' basis. Neither we nor any third party makes any representation or gives any warranty or guarantee, whether express or implied, that any service is available, compatible, error-free, consistent, risk-free, of good quality or fit for any purpose.

We do not guarantee that any service will always be available or be uninterrupted. Each service is provided via the internet and interruption, delay and other technical problems are unavoidable.

Our services rely on various third party service providers, networks and internet-based intermediaries the operation of which is outside our control. We do not accept responsibility for any claim, loss or damage as a result of any service downtime, breach of confidentiality, exposure of your connection or other information caused by the fault or unavailability of such third-party service.

We reserve the right to amend, modify, restrict, suspend or remove any service at any time without prior notice to you and you should not rely on any service as a permanent source of information or utility. We will try to give you reasonable notice or display a public message of any prolonged suspension or withdrawal of any service.

## **6. Linking to our service**

You may link to our website's 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. The website in which you are linking must comply in all respects with our prohibited acts schedule.

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.

Our service must not be framed or mirrored on any other service, nor may you create a link to any part of our service other than our website's home page.

We reserve the right to withdraw linking permission without notice.

Please contact us if you wish to link to our service in any other way.

## **7. Our responsibility is limited**

In no event will we, our affiliates, associated entities or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our service, any services linked to it, any item obtained through our service, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We

do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the Site, including, but not limited to [, your User Contributions], your use of any information obtained from the Site and any use of the Site's content, services and products other than as expressly authorised in these terms.

## **8. Suspension and termination**

If you breach, or if we reasonably believe that you have breached, these terms or the law we may take appropriate action against you, including:

- issue a warning to you;
- immediately suspend or terminate your access to our service;
- issue legal proceedings against you, including for reimbursement of all loss, damage and costs (reasonable legal fees) resulting from your breach; and
- disclose relevant information to law enforcement agencies and your employer (if you use our app in a professional capacity), as appropriate in the circumstances.

Upon suspension or termination, your right to use our service and content will cease immediately (unless it ceased earlier in accordance with these terms).

If you wish to terminate your access to our service, you may simply discontinue using the service.

## **9. Data privacy and information security**

Please see our privacy policy for more information about how we handle your personal information.

Although we take reasonable steps and implement appropriate technical and organisational measures to protect your personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure, we cannot guarantee it.

We do not guarantee that our service will be secure or free from bugs or viruses or any other type of malicious code or software.

## **10. Complaints**

If you consider that we have breached these terms or you are not happy with the way we have handled your enquiry, please contact us.

We will respond to you within a reasonable period of time to acknowledge your complaint and inform you of the next steps we will take in dealing with your complaint. We will endeavour to do so within 7 days of receipt and work with you to resolve your complaint without delay and generally within one month of receipt.

## **11. General**

**Law.** These terms of use, their subject matter and their formation, are governed by Australian law. You and we both agree that the courts in Australia will have exclusive jurisdiction.

**Assignment.** We may transfer our rights and obligations under these terms to another organisation, for example, if our business is transferred or merged with another company.

**No rights of third party.** These terms are between you and us, and no other person shall have any right under them, except that our affiliates, associated entities or their licensors, our service providers, employees, agents, officers and directors shall fully benefit for the limitation and exclusion of liability in these terms.

**Severability.** If any provision of these terms is held to be unlawful and/or unenforceable it shall be deemed deleted, but all the remaining provisions of these terms will continue in full force and effect.

**No waiver.** Except as provided herein, the failure to exercise a right or to require performance of an obligation under these terms shall not affect either your or our ability to exercise such right or require such performance at any time thereafter, nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **12. Prohibited acts**

You must not use our service in any way that:

- is illegal, prohibited or unethical;
- causes loss, damage or other harm to us, our app, our service, any user, or any other person or gives rise to liability;
- results in an infringement of a third party right or a breach of contract;
- is in any way excessive or causes a material degradation in our app or to our service; or
- makes any alteration to our service.

You must not do or attempt to do any of the following:

- copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of, our app or our service in any form or media or by any means;
- decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form, all or any part of our app or our service;
- license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make our app or our service available to any third party other than another user;
- use all or any part of our app or our service or related materials in connection with another app, content or information which is similar to, or could compete with, our app or our service;
- use our app or our service to manipulate headers, forge identifiers or conceal identity in order to disguise the origin of any content transmitted through our app or our service;
- use our app or our service to access restricted communications or information;
- use our app or our service to circumvent security, content management or other features;
- use our app or our service to harm, threaten, 'stalk' or otherwise harass another person and/or business;
- use our app or our service by scripting and using software to consume more resources than other users over a period of time; or
- obtain, or assist third parties in obtaining, unauthorised access to our app or our service.

You must not use our service to access, share or otherwise use any content or information which:

- is not yours or has not been licensed to you with the right to grant us the licence under these terms;
- is not accurate, reliable or appropriate;
- is unlawful or promotes unlawful activity or violence;
- is false or misleading;
- is defamatory;
- is obscene, offensive, hateful, inflammatory or mean-spirited;
- is discriminatory, including references or commentary about religion, race, sexual orientation, gender, age, disability, national/ethnic origin, or other targeted groups;
- is likely to harass, upset, disgust, embarrass, alarm or annoy any other person;
- promotes or incites physical harm or injury against any group or individual, or promotes any act of cruelty to animals or environmental damage;
- constitutes spam, contains advertising or unsolicited marketing;

- infringes any contract or right;
- impersonates any person or entity; or
- breaches any legal duty or law.

You must not conduct, instigate or authorise any:

- attempt to gain unauthorised access to our app or our service, the server on which our app or our service is stored, or any server, computer or database connected to our app or our service;
- denial-of-app attack on our app or our service;
- load testing, penetration testing, security vulnerability scanning or similar activity on our app or our service;
- introduction of a virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful or seeks unauthorised access to information;
- text or data mining or scraping in relation to our service including by way of any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our service (and we expressly reserve such use of our works and the works of our licensors); or
- automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

Our terms shall not restrict activities which are permitted by law. However, we encourage you to contact us first if any such activity appears to be inconsistent with or appears to breach our terms.

Some of the prohibited activities could, if carried out, constitute a criminal offence. We will report any suspected criminal offence (e.g. hacking of our systems) to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.