

## **Terms Of Use**

Version 1.0: 04 August 2025

Smart Assist Holdings Pty Ltd, ACN 687 898 568

### **1. Acceptance of Terms**

Welcome to the Smart Assist Pty Ltd website ("Website"). By accessing or using this Website, you agree to be bound by these Terms of Use ("Terms"). If you do not agree with any part of these Terms, you must not use this Website.

### **2. Use of the Website**

You agree to use the Website for lawful purposes only and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the Website by any third party.

You agree not to engage in any conduct that could damage, disable, or impair the Website or interfere with any other party's use of the Website.

You are responsible for ensuring all information you provide to us is accurate and complete.

We reserve the right to modify, suspend, or discontinue the Website or any part thereof at any time without notice.

### **3. Intellectual Property**

All content on this Website, including but not limited to text, graphics, logos, images, software, and code, is the property of Smart Assist Pty Ltd ("Smart Assist") or its licensors and is protected by copyright and other intellectual property laws.

You may not reproduce, distribute, modify, or create derivative works from any content on this Website without our express written permission.

### **4. User-Generated Content**

If you submit any content to the Website, such as comments or forum posts, you grant us a non-exclusive, royalty-free, perpetual, and worldwide license to use, reproduce, modify, and distribute that content.

You are responsible for the content you submit and warrant it does not infringe the rights of any third party.

We reserve the right to remove any user-generated content we deem inappropriate or in violation of these Terms.

### **5. Limitation of Liability**

To the maximum extent permitted by law, Smart Assist shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your use of the Website or our services.

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We make no warranties or representations about the accuracy or completeness of the content on this Website.

Our liability for any breach of a condition or warranty that cannot be excluded is limited to, at our option, the resupply of the services or the payment of the cost of resupplying the services.

### **6. Indemnification**

You agree to indemnify and hold harmless Smart Assist and its affiliates, officers, directors, employees, and agents from any claims, liabilities, damages, and expenses arising out of your use of the Website or your violation of these Terms.

### **7. Third-Party Links**

The Website may contain links to third-party websites. We are not responsible for the content or privacy practices of these websites.

### **8. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.

### **9. Changes to These Terms**

We reserve the right to modify these Terms at any time. We will post the revised Terms on the Website. Your continued use of the Website after any changes constitutes your acceptance of the new Terms.

### **10. Contact Us**

If you have any questions about these Terms, please contact us at:

Smart Assist Holdings Pty Ltd

Email: [info@smartassistau.com](mailto:info@smartassistau.com)