

# Terms and Conditions and Privacy Policy for Bendigo Aerial



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# Terms and Conditions and Privacy Policy for Bendigo Aerial



## Introduction

These Website Standard Terms and Conditions written on this webpage shall manage your use of our website and business. Bendigo Aerial is accessible at <https://bendigoaerial.com.au>. These Terms will be applied fully and affect to your use of this Website and business. By using Bendigo Aerial, you agreed to accept all terms and conditions written in here. You must not use this Website or business if you disagree with any of these Website Standard Terms and Conditions.

## Your Privacy

We respect your privacy and will only collect personal information necessary to provide our services. We will not share or sell your information to third parties unless required by law. We take reasonable measures to protect your information from unauthorized access, use, or disclosure. You have the right to request access, correction, or deletion of your personal information. By using our services, you consent to the collection and use of your information as outlined in this policy.

## Intellectual Property Rights

Other than the content you own, under these Terms, Bendigo Aerial and/or its licensors own all the intellectual property rights and materials contained in this Website. You are granted limited license only for purposes of viewing the material contained on this Website.

## Invoice Payment and Late Payment

All goods and services provided by Bendigo Aerial are subject to the following payment terms:

Customers must pay for all goods and services within 30 days (NET30) of a correctly rendered invoice. All services provided are invoiced at the time of completion and are subject to a 30-day payment cycle. If payment is not received within those 30 days, any overdue and unpaid balances will be charged a fixed fee of \$25 as well as interest at a rate of 3% per month, charged daily until the balance is paid.

Please note that once payment is received, copyright is granted to the customer to be used for commercial use. **Until such time, all copyright is owned by Bendigo Aerial.** See Below.

## Transfer of Copyright on Payment

Unless otherwise agreed by us in writing no reproduction of any Image is authorised until payment in full has been received by us. Any reproduction by you or the End User before payment in full has been received constitutes an infringement of copyright and a breach of Agreement entitling us to terminate the Agreement immediately on written notice to you. All goods and services including images, video, text and advertising material belong to Bendigo Aerial until payment is received in full. Once payment is received transfer ownership and copyright is granted to the End User and customer to be used for commercial use. Until such time all copyright and ownership is owned by Bendigo Aerial.

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## Restrictions

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being access by you and Bendigo Aerial may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well.

## Your Content

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant Bendigo Aerial a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. Bendigo Aerial reserves the right to remove any of Your Content from this Website at any time without notice.

## Disclaimer of Warranties

The contents of this site and reporting are provided "as is" and Bendigo Aerial makes no representations or warranties, express or implied, of any kind with respect to reporting or its contents. Bendigo Aerial disclaims all representations and warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose, title and non-infringement.

## Disclaimer of Accuracy

Bendigo Aerial does not represent or warrant that the information accessible via this site or reporting is accurate, complete or current. This site could contain typographical errors or technical inaccuracies. Bendigo Aerial reserves the right to add to, change or delete its content or any part thereof without notice. Any price or availability information is subject to change without notice. Additionally, this site may contain information provided by third parties. Bendigo Aerial makes no representation or warranty regarding the accuracy, truth, quality, suitability or reliability of such

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information. Bendigo Aerial is not responsible for any errors, omissions, or inaccuracies contained in any information provided by such third parties, software or subscription services. Use of the information on this site and reporting is voluntary and reliance on it should only be undertaken after you have independently verified its accuracy, completeness and timeliness.

## Limitation on Liability

Neither Bendigo Aerial nor any of its members, directors, employees, contractors or other representatives will be liable for damages arising out of or in connection with the use of this site or any information, products or services contained herein even if advised of the possibility thereof. This is a comprehensive limitation of liability that applies to all damages of any kind, including, without limitation, indirect, special, incidental and consequential damages, punitive damages, loss of data, income, profit or goodwill, attorney's fees, litigation costs, loss of or damage to property and claims of third parties, even if Bendigo Aerial is advised of the possibility of such damages. This limitation of liability applies to claims based on breach of contract, breach of warranty, tort (including negligence) and product liability or otherwise.

You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with this site and will not make any claim against Bendigo Aerial for viruses, lost data, re-run time, inaccurate output, work delays, reporting errors, incorrect reporting or lost profits resulting from the use of the materials. All responsibility for viruses contained within the site or electronic files on the site are disclaimed.

## Limitation on Liability of Copyright Holders

Copyright holders will not be liable for any direct, indirect, special or consequential damages, loss of data, income, profit or goodwill or damage to property arising out of any use of the materials or performance or implementation of the contents thereof.

## Indemnification

You hereby indemnify to the fullest extent Bendigo Aerial from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms.

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website, your breach of these Terms of Use, or your breach of any rights of third parties.

## Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

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## Variation of Terms

Bendigo Aerial is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

## Assignment

The Bendigo Aerial is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## Entire Agreement

These Terms constitute the entire agreement between Bendigo Aerial and you in relation to your use of this Website and business, and supersede all prior agreements and understandings.

## Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the State of Victoria, Australia, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Australia for the resolution of any disputes.