



Terms and Conditions

1. General

1. Any quote is valid until the expiry date.
2. All information is believed to be correct at time of issue, though Chironix reserves the right to amend, re-quote or cancel this quote due to changes in exchange rate, reseller discount certification; or changes in products, pricing or special offers from vendors; or if errors are found.

Confidentiality

3. (*) Either Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information.
4. (*) For the purpose of this clause:

Intellectual Property

Intellectual Property means any:

- copyright;
- registered or unregistered design, patent or trade mark rights;
- trade, business, company or domain names;
- know-how, inventions, processes, trade secrets or Confidential Information; or
- similar rights in any part of the world,
- including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights (IPRs) means, for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

As between the Client and Chironix, all Intellectual Property developed, adapted, modified or created by or on behalf of Chironix or its personnel (including in connection with this Agreement or the provision of the Products and/or Services, and including any Intellectual Property Rights in any software or firmware incorporated in the Products and/or Services), whether before or after the date of acceptance of this Agreement, (Materials) will at all times vest, or remain vested, in Chironix.

The Client must not do, omit to do, or authorise any act that would or might infringe, invalidate or be inconsistent with Chironix's Intellectual Property Rights in the Materials. Without limiting the foregoing provisions, the Client must not and must not permit any other person to:

- resell, assign, transfer, distribute or provide others with access to the Products and/or Services;
- "frame", "mirror" or serve any of the Products and/or Services on any web server or other computer server over the Internet or any other network;
- copy, alter, modify, create derivative works from, reproduce to a third party, reverse assemble, reverse engineer, reverse compile or enhance the Products and/or Services;
- alter, remove or tamper with any trade marks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Products and/or Services;
- use the Products and/or Services in any way which is in breach of any applicable local, state, federal and international laws and regulations or which infringes any person's rights, including Intellectual Property Rights; and/or
- introduce malicious programs into Chironix's hardware and software or services, including viruses, worms, trojan horses and e-mail bombs.

Where Chironix notifies the Client that the Products and/or Services incorporates third party software, firmware or hardware, the Client acknowledges and agree that the use of the Products and/or Services may be subject to the requirements of those third party proprietors (Third Party Licence Terms).

The Client agrees to:

- use the Products and/or Services in accordance with any Third Party Licence Terms; and
- to not do or omit to do anything that would result in Chironix being in breach of any Third Party Licence Terms.

All work which Chironix prepares or drafts for the Client, but which does not proceed to be finalised by Chironix for the Client, remains Chironix's Intellectual Property.

Employees and Contractors

5. (*) During the Contract Period and for a further period of 6 months following the End Date, the Client shall not solicit for employment, either directly or indirectly, or accept an application for any advertised position from any person who is employed or contracted by Chironix. The Client acknowledges that this clause 5 is reasonable, necessary to protect Chironix's legitimate business interests and does not restrict its' right to carry on its business or trade. Furthermore, the Client shall promptly advise Chironix if, in breach of this clause, a Chironix employee or contractor is employed by the Client. If this clause is breached, the Client agrees to pay immediately on presentation of an invoice from Chironix the amount equivalent to three months full time of the former salary or service contract fees, whichever is the greater, of the person so employed.

Implied Terms

6. (*) Any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.

Liability

7. (*) Except in relation to liability for personal injury (including sickness and death), neither Chironix nor Chironix Consultant(s) shall be under any liability to the Client, its agents or employees in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of Products and/or Services supplied pursuant to this Agreement or in respect of a failure or omission on the part of Chironix or Chironix Consultant(s) to comply with its obligations under this Agreement.

(*) Despite anything to the contrary, to the maximum extent permitted by law:

- Chironix excludes all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all material, work, equipment and services are provided to the Client without warranties, representations and guarantees of any kind, unless expressly stated in these Conditions;
- Chironix's maximum aggregate Liability arising from or in connection with the Contract will be limited to, and must not exceed the portion of the Purchase Price paid by the Client to Chironix for the Products and/or Services the subject of the relevant claim; and
- Chironix will not be liable to the Client for any loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data,

whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Despite anything to the contrary, to the maximum extent permitted by law, Chironix will have no Liability, and the Client releases and discharge Chironix from all Liability, arising from or in connection with any:

- loss of, or damage to, the Products and/or Services (or any item used in the provision of the Products and/or Services), or any injury or loss to any person;
- failure or delay in providing the Products and/or Services; or
- breach of this Agreement or any law,

where caused or contributed to by any:

- event or circumstance beyond Chironix's reasonable control; or
- act or omission of the Client or the Client's Personnel,

and, in any event, any defect, error, omission or lack of functionality or suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the Products and/or Services.

Third party inputs

8. The Client acknowledges and agrees that:
 - the provision of the Products and/or Services may be contingent on, or impacted by, third parties and third party inputs (Third Party Inputs); and
 - despite anything to the contrary, to the maximum extent permitted by law, Chironix will not be responsible, and will have no liability, for any default or breach of this Agreement or law, if such default or breach was caused or contributed to by any Third Party Inputs.
9. The Client warrants that it has not relied on any representation made by Chironix, which has not been stated expressly in this Agreement or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by Chironix.
10. The Client acknowledges that to the extent Chironix has made any representation which is not otherwise expressly stated in this Agreement, the Client has been provided with an opportunity to independently verify the accuracy of that representation.

Indemnity

11. (*) The Client shall at all times indemnify and hold harmless Chironix and its Consultants, officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:
 - a breach by the Client of its obligations under this Agreement; or
 - any wilful, unlawful or negligent act or omission of the Client.

Termination

12. Either Party may terminate the services by giving the other Party [30] days' notice in writing.
13. (*) If notice of termination of services is given to the Client, Chironix may, in addition to terminating the Agreement, charge a reasonable sum for work performed in respect of which work no sum has been previously charged.

Force Majeure

14. Neither party is in breach of this agreement or is liable to the other party for any loss incurred by that other party as a direct result of a party (Affected Party) failing or being prevented, hindered or delayed in the performance of its obligations under these Conditions where such prevention, hindrance or delay results from events, circumstances or causes beyond the Affected Party's control (Force Majeure Event). If a Force Majeure Event occurs, the Affected Party must notify the other party (Non-affected Party) in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay. The performance of the affected obligations must be resumed as soon as practicable after such Force Majeure Event is removed or has ceased. If the delay due to the Force Majeure Event continues for 3 months, the Non-affected Party may terminate this agreement immediately on providing notice to the Affected Party.

Variation

15. The provisions of these Conditions shall not be varied, except by agreement in writing.

Severability

16. A term or part of a term of these Conditions that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of these Conditions continue in force.

Waiver

17. A party does not waive its right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of right, power or remedy must be in writing and signed by the party giving the waiver.

Disputes

18. Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the Parties or their representatives shall be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators Australia. During such arbitration, both Parties may be legally represented.
Governing Law
19. This Agreement will be governed by and construed according to the law of the jurisdiction Western Australia.
20. Clauses marked with an asterisk (*) shall survive termination of this agreement.

2. Products

1. Google offers any products in this quote according to their Terms of Service Agreement. This agreement is available at: <http://www.google.com/intl/en/policies/terms/>
2. Specifically for Google Glass see <https://www.google.com/glass/termsfuse/>
3. Support and an FAQ for the products listed in this quote are available from: <https://support.google.com/a/answer/1289314?hl=en>
4. Please contact Chironix for any physical support requirements or returns/warranty requirements for computing solutions sold as part of this Proposal and this will be escalated to the third party supplier as necessary.

3. Services

Lawful Directions

1. Subject to otherwise complying with this Agreement, Chironix Consultant(s) shall exercise their judgement and skills as appropriate and use independent discretion as to the most appropriate and effective manner of providing the Services requested from time to time by the Client subject to lawful directions.
2. In the discharge of their duties under this agreement Chironix Consultants shall comply with all reasonable resolutions, regulations, requests and directions the Client may lawfully give from time to time as to the nature and scope of the Services to be provided.
3. The Client accepts that responsibility for the services, the nature of the services performed and the manner of their performance including the Client's supervision and control of Chironix Consultant(s) lies solely with the Client. Neither Chironix nor Chironix Consultant(s) will be under any liability to the Client or its staff or to any other party who claims to have suffered damage, injury loss or expense as a result of acts, errors or omissions committed by Chironix Consultant(s) under the Client's supervision. The Client will hold Chironix and Chironix Consultant(s) harmless and indemnify Chironix and Chironix Consultant(s) against all such damage, injury, loss and expense.

Access

4. The Client shall, where relevant, ensure Chironix Consultant(s) has full and safe access to the Client's premises (to the extent relevant to this Agreement) and any necessary equipment, materials and information. The Client shall also ensure that Chironix Consultant(s) are provided with all facilities, services and accessories reasonably required to enable Chironix Consultant(s) to comply with all obligations under this Agreement.

Consultant's Status

5. (*) Neither Chironix, Chironix Consultant(s) nor any other of Chironix personnel are or shall become agents or employees of the Client by virtue of this Agreement nor shall they become entitled to any form of employment or related benefit.
6. (*) Chironix acknowledges it has sole responsibility in relation to payment, if any, of superannuation, workers' compensation and taxes incidental to employment in respect of its own personnel.

Charges

7. The Client shall pay for the services at the Charge Rate and in the manner specified in these Conditions.
8. The Charge Rate is inclusive of GST but is exclusive of other taxes, duties and charges imposed or levied in Australia or overseas in connection with the Services. Without limiting the foregoing, the Client shall be liable for any new taxes, duties or charges imposed subsequent to the Commencement Date in respect of these Conditions.
9. Chironix Daily Charge Rate is for a maximum working period of 8 working hours. Thereafter, each hour worked or part thereof will be charged at one eighth of the Daily Charge Rate.

Client's obligations

10. Chironix will recharge all reasonable expenses incurred with the agreement of the Client. Such expenses may include airfares, accommodation, meals, taxi, parking, courier, photocopying, printing, travel allowances, telephone, fax or other as determined. Chironix invoice for recoverable expenses will be supported by original documentation where available and if requested by the Client.
11. The Client warrants that:
 - there are no legal restrictions preventing it from agreeing to these Terms and Conditions;
 - it will cooperate with Chironix, and provide us with all documentation, information, instructions and access reasonably necessary to enable us to provide the Products and/or Services, and comply with our obligations under this Agreement, as requested by us from time to time, and in a timely manner;
 - the information it provides to Chironix under or in connection with this Agreement is true, correct and complete;
 - it will not infringe any third party rights (including Intellectual Property Rights) in working with Chironix and receiving or using the Products and/or Services;
 - it will provide Chironix (and Chironix's Personnel) with such rights of access to the location where Products and/or Services are to be provided (or any other premises and facilities), sufficient to enable Chironix to provide the Products and/or Services;
 - it will ensure that the Site is safe, free of harmful products or substances and otherwise complies with all relevant workplace health and safety laws and standards;
 - it are responsible for obtaining any access, consents, licences and permissions from other parties necessary for the Products and/or Services to be provided, at the Client's cost, and for providing Chironix (and Chironix's employees, agents and contractors) with the necessary consents, licences and permissions;
 - it has not relied upon any warranty, representation, statement, offer or documentation made or provided by or on behalf of Chironix, whether before or after the Effective Date, unless expressly set out in this Agreement;
 - if applicable, it holds a valid ABN, which has been advised to Chironix; and
 - if applicable, it is registered for GST purposes.

4. Website

Terms

1. By accessing the website at <https://chironix.com>, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

Use License

2. Permission is granted to temporarily download one copy of the materials (information or software) on Chironix's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - modify or copy the materials;
 - use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - attempt to decompile or reverse engineer any software contained on Chironix's website;
 - remove any copyright or other proprietary notations from the materials; or

- transfer the materials to another person or “mirror” the materials on any other server.
3. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Chironix at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

Disclaimer

4. The materials on Chironix’s website are provided on an ‘as is’ basis. Chironix makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
5. Further, Chironix does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

Limitations

6. In no event shall Chironix or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Chironix’s website, even if Chironix or a Chironix authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Accuracy of Materials

7. The materials appearing on Chironix’s website could include technical, typographical, or photographic errors. Chironix does not warrant that any of the materials on its website are accurate, complete or current. Chironix may make changes to the materials contained on its website at any time without notice. However Chironix does not make any commitment to update the materials.

Links

8. Chironix has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Chironix of the site. Use of any such linked website is at the user’s own risk.

Modifications

9. Chironix may revise these terms of service for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these terms of service.

Governing Law

10. These terms and conditions are governed by and construed in accordance with the laws of Western Australia and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location