

Terms of Service

1. Your relationship with Sydney Translation

Sydney Translation is solely owned and operated by Language Masters Pty Ltd. Your use of Sydney Translation's services and web site (referred to collectively as the "Services" on this document) is subject to the terms of a legal agreement between you and Sydney Translation. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

Unless otherwise agreed in writing with Sydney Translation, your agreement with Sydney Translation will always include, at a minimum, the terms and conditions set out on this document. It is important that you take the time to read this carefully. Collectively, this legal agreement is referred to below as the "Terms".

In order to use our Services, you must first agree to the Terms. You may not use our Services if you do not accept the Terms. You can accept the Terms by actually using the Services. In this case, you understand and agree that Sydney Translation will treat your use of the Services as acceptance of the Terms from that point onwards.

2. Exclusion of Warranties

2.1 Nothing in these terms, shall exclude or limit Sydney Translation's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability will be limited to the maximum extent permitted by law.

2.2 You expressly understand and agree that your use of the Services is at your sole risk and that the Services are provided "as is" and "as available."

2.3 In particular, Sydney Translation, its subsidiaries and affiliates do not represent or warrant to you that:

- (a) your use of the Services will meet your requirements,
- (b) your use of the Services will be uninterrupted, timely, secure or free from error,
- (c) any information obtained by you as a result of your use of the Services will be accurate or reliable

2.4 No advice or information, whether oral or written, obtained by you from Sydney Translation or through or from the Services shall create any warranty not expressly stated in the terms.

2.5 Sydney Translation further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

3. Limitation Of Liability

3.1 SUBJECT TO OVERALL PROVISION IN POINT 2 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SYDNEY TRANSLATION, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

1. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF OUR TRANSLATION
2. ANY CHANGES WHICH SYDNEY TRANSLATION MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
3. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
4. YOUR FAILURE TO PROVIDE SYDNEY TRANSLATION WITH ACCURATE INFORMATION;

3.3 THE LIMITATIONS ON SYDNEY TRANSLATION'S LIABILITY TO YOU IN POINT 3.1 ABOVE SHALL APPLY WHETHER OR NOT SYDNEY TRANSLATION HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.