

Terms of Use

Overview

THESE TERMS AND CONDITIONS OF USE (“Terms of Use”) ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BUCKHAM & DUFFY CONSULTANTS PTY LTD (“we”, “us”, “our”) THAT YOU FORM BY ACCESSING ANY AREA OF <http://www.buckhamduffy.com> OR ANY AREAS OF SITES THAT LINK TO THESE TERMS OF USE (“Site”). YOUR CONTINUED ACCESS OR USE OF THE SITE FOLLOWING CHANGES TO THESE TERMS OF USE WILL CONSTITUTE YOUR ACCEPTANCE OF ANY CHANGES TO OUR TERMS OF USE.

BY ACCESSING THE SITE, YOU WARRANT THAT YOU ARE AT LEAST 18 YEARS OLD.

1. ACCESSING AND USING OUR SITE.

By accessing the site, you agree that we may use cookies, pixels, and other tracking technologies, and share website visitor data with other companies, as permitted by applicable law. We reserve the right to amend, update and withdraw the Site, and any service or content we provide on the Site, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period.

2. SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, our licensors, or other providers of such material. Subject to your compliance with these Terms of Use, you are granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and make non-commercial use of the Site. The licenses granted by us terminate if you do not comply with these Terms of Use.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, you are prohibited from accessing the Site and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are retained by us or our licensors or other rights holders. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use. You must not use, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Site unless authorised under these Terms of Use.

You must not use our name, marks, logos, or related names, logos, product and service names, designs, or slogans without our prior written permission.

3. USER CONTENT

We may include features on the Site that allow you to share your communications, information, photos or other content (“User Content”) with us and with other users of the Site. You must not send, upload or transmit any User Content of any type that infringes or violates any rights of any party or violates these Terms of Use. By providing any User Content on the Site you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such User Content anywhere in the world and through any media for any purpose.

You represent and warrant that:

You own or control all rights in and to the User Content and have the right to grant the license granted above.

All of your User Content does and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not we, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

4. PROHIBITED USES

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You must not use the Site:

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "spam," or any other similar solicitation.

To impersonate or attempt to impersonate us, any of our employees, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site, or expose them to liability.

To transmit, post, publish or send any unlawful, threatening, defamatory, obscene, scandalous, deceptive, fraudulent, tortious, obscene, pornographic, inflammatory, profane or infringing material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

To express or imply that we endorse any statement or posting you make, or any products or services you may offer.

Additionally, you must not:

Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

Use any device, software, or routine that interferes with the proper working of the Site.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.

Otherwise attempt to interfere with the proper working of the Site.

Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.

Remove any copyright, trademark or other proprietary rights notices from the Site or from materials originating from the Site.

5. ENFORCEMENT AND TERMINATION OF SITE USE

We have the right to remove or refuse to post any User Content for any reason in our sole discretion. In addition, we have the right to:

Disclose your identity or other information about you (1) to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy and (2) as applicable to cooperate with any law enforcement authorities or court order.

Take appropriate legal action for any illegal or unauthorised use of the Site.

Terminate or suspend your access to all or part of the Site for any reason.

6. INDEMNIFICATION.

Except to the extent prohibited by law, you agree to defend, indemnify, and hold us, our officers, directors, employees, agents, licensors and suppliers, harmless from and against any claims, actions or demands, costs, liabilities, and settlements including without limitation, reasonable legal and accounting fees, arising out of your use of or activities in connection with the Site or any allegation that User Content from you infringes or violates the intellectual property rights of others, or that otherwise arises out of your violation of these Terms of Use.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

We do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data.

The Site may include content provided by third parties, including materials provided by other users, and third-party licensors, aggregators, and/or reporting services. All statements expressed in these materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials.

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

WE DO NOT EXTEND ANY WARRANTIES IN THE TERMS OF USE.

OUR LIABILITY ARISING UNDER OR RELATING TO THE TERMS OF USE OR OUR SITE SHALL BE LIMITED TO USD 1,000. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES REGARDLESS OF THE LEGAL THEORY UNDER WHICH A CLAIM IS BROUGHT.

8. GOVERNING LAW AND VENUE

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware without reference to conflict of laws principles. You hereby consent specifically to the exclusive jurisdiction of the courts of Delaware and WAIVE ANY RIGHT TO JURY TRIAL.

9. NO WAIVER

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

10. MISCELLANEOUS

If any part of these Terms of Use is unlawful, void, or unenforceable, solely that part, to the minimum extent possible, will be deemed severable, and will not affect the validity or enforceability of any remaining provisions. Specific services, promotions and sections of this Site may include additional terms and requirements, and those additional terms and requirements will supplement these Terms of Use with respect to the items to which they apply. We may revise or modify this Site and these Terms of Use without notice.

11. ENFORCEMENT AND SEVERABILITY

Our failure to enforce any right or provision of these Terms of Use will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorised representative. Except as expressly set forth in these Terms of Use the exercise by either party of any of its remedies under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise. If any term or condition in these Terms of Use is deemed invalid, void, or unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.

12. CONTACT

The Site is operated by Buckham & Duffy Consultants, headquartered at

Level 14, 260 Queen Street, Brisbane QLD 4000

You can reach us by email at enquiries@buckhamduffy.com

All notices of copyright infringement claims should be sent to:

Buckham & Duffy Legal Department
Level 14, 260 Queen Street, Brisbane QLD 4000

It is our policy, in appropriate circumstances, to terminate repeat infringers.

All other feedback, comments, requests for technical support, and other communications related to the Site should be sent to: enquiries@buckhamduffy.com

Effective Date: 30/4/26