

# Abalos Terms & Conditions - Website

## Introduction:

All communications regarding the below information, please contact Abalos:  
[info@abalos.com.au](mailto:info@abalos.com.au)

All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law.

By accessing or using this website you agree to the following terms and conditions of use for any services available on this site.

These terms and conditions govern visitors' access to and use of the web site, and the supply of products ordered via the website. Abalos may modify or repeal these terms and conditions without prior notice.

All information is up to date as of 15<sup>th</sup> April 2012.

Should any part of the Terms and Conditions, Online Purchases or Privacy Policy change, this will be posted here. We accept no liability, including loss or damage that you or a third party may incur from the use of this site.

In case of a modification or repeal, the pre-existing terms and conditions continue to apply to any products ordered via the web site before the change takes effect.

By completing the customer registration process and using the Abalos online shop, you acknowledge that you have read and understood these terms and conditions and agree to be bound by the terms and conditions of this Agreement.

## Functionality:

Abalos shall not be liable to any person for loss or damage which may arise to computer equipment as a result of using this website.

Abalos does not represent or warrant that the functions within the web site would be uninterrupted or error-free, that any defects would be corrected, or that the web site or the server that makes the web site available is free of viruses or other harmful elements. Of course, we do the best we can guarantee this.

## Intellectual property:

Material displayed on the web site is subject to copyright owned by Abalos or its content suppliers and is protected by law. Brands and logos displayed on the web site may be the subject of registered trademarks of Abalos or its product suppliers and protected by law.

## Copyright:

Information and design of this site is protected by Australian Copyright Law. Any reproduction of the site or its content may be seen as an infringement of intellectual property law and is prohibited.

Should you wish to use any content from the site, please contact Abalos for permission.

**Indemnity:**

A visitor agrees to indemnify, defend, and hold harmless each of Abalos its officers, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs resulting from any violation of these terms and conditions or any activity related to the visitor's account (including negligent or wrongful conduct) by the visitor or any other person accessing the web site using the visitor's Internet account.

**Third-party content:**

If the web site displays material sourced from a third party (including a supplier of product, or a consumer of product), Abalos does not warrant or represent the accuracy, utility or other characteristic of that material.

**Privacy Policy:**

Abalos website automatically gathers anonymous information about the use of the site. This data, such as number/frequency of visits and pages viewed, is only used to improve the function of the site.

Abalos endeavours to protect your privacy. Your information you have chosen to provide will not be used for any other purpose that you have subscribed to without your consent or disclosed to third parties. Information is requested to assist in processing sales orders and delivery to you, the customer.

Personal information collected includes name, phone number, email address and shipping address in order to complete the service effectively and make this more valuable to you. As payment methods are conducted through PayPal, we do ask for your credit card or banking details. Should you wish to pay by credit card over the phone or by email, Abalos will use these details in strict confidence and delete all card records after the sales order has been processed.

Abalos has a mailing list which you can choose to opt into. Your data is not automatically added to this subscription. In doing so, personal information such as your name and email address is requested. You have the option to unsubscribe at any time should you no longer wish to receive newsletters and emails. You are solely responsible for any disclosure of personal information on the internet and email.

**Governing laws:**

The laws in New South Wales and Australia govern the use of the web site and the supply of products.