FLAIM
Training for a better tomorrow

Website Terms of Use

FLAIM Systems Pty Ltd | ABN 71 620 462 946 | Document P-10-002 | November 2026

1. Introduction

1.1 About these Terms. flaimsystems.com (the **Site**) is the official website of FLAIM Systems Pty Ltd (ABN 71 620 462 946) (**FLAIM Systems**, **we**, **us**, **our**). These Terms of Use, together with our Global Privacy Policy (collectively, the **Terms**), apply to your access to and use of the Site and form a binding agreement between FLAIM Systems and any person who uses the Site (**you**, **your**). The Terms are important, and you should read and understand them before using the Site.

1.2 Acceptance. By visiting the Site, you agree to the Terms. Your use of the Site is conditional on your acceptance of, and continued compliance with, the Terms. If you do not wish to be bound by the Terms, please do not use the Site.

1.3 Changes to these Terms. These Terms of Use may change at any time without notice. You should review them periodically to ensure you can, and wish to, comply with them.

2. Website content and access

2.1 Accuracy of content. While we endeavour to take reasonable care in preparing and maintaining the information on the Site that originates from us, we do not warrant the accuracy, reliability, adequacy or completeness of any content on the Site (including, without limitation, information posted by users of the Site). You acknowledge and accept that content on the Site may include technical inaccuracies and typographical errors. Content on the Site may change at any time without notice and may not be up to date or accurate at the time you view it.

2.2 No warranties. To the extent permitted by law, including the *Competition and Consumer Act 2010* (Cth): (a) the Site is made available to you "as is", without any warranty from FLAIM Systems that the Site is suitable for any particular purpose or will meet your particular requirements; and (b) FLAIM Systems disclaims all liability for losses directly or indirectly arising from your use of, or reliance on, the Site and its content.

2.3 Availability and security. We do not guarantee that access to the Site will be uninterrupted, or that the Site is free from viruses or anything else that may damage any computer accessing the Site or any data on that computer.

2.4 Changes to the Site. We may modify the Site, or discontinue access to the Site or any part of it, with or without notice, temporarily or permanently, without liability to you or any third party.

2.5 Age. By using the Site, you represent that you are at least 18 years old or, if you are under 18, that you are using the Site with the knowledge and consent of your parent or legal guardian.

3. Intellectual property

3.1 Our content. All intellectual property in the content of the Site, including without limitation the text, software, source code, pages, documents, online graphics, photographs, sounds, audio, video and other interactive features, is owned by or licensed to us and is protected by law, including the *Copyright Act 1968* (Cth). The Site may also contain third-party material that is protected by law.

3.2 Your content. By submitting, posting or otherwise transmitting content to the Site, you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable licence to use, reproduce, modify, adapt, publish or communicate your content for any purpose (including, without limitation, a commercial purpose), and the right to sublicense those rights to others. You also consent to any act or omission that would otherwise infringe any of your rights (including your moral rights) in that content.

3.3 Your warranty. You warrant that you have the right to grant the licence in clause 3.2 and that our exercise of those licence rights will not infringe the intellectual property rights of any person.

3.4 Use of your content. You acknowledge that FLAIM Systems (or any party we nominate) may use any or all content you submit to the Site for any purpose without requesting your consent or providing you with any compensation.

4. Third-party websites

4.1 Links. The Site may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, FLAIM Systems does not control, endorse, sponsor or approve any third-party website or its content, and does not provide any warranty or take any responsibility for any aspect of those websites or their content.

5. Limitation of liability

5.1 Exclusion of liability. To the maximum extent permitted by law (including the *Competition and Consumer Act 2010* (Cth)), FLAIM Systems and its subsidiaries, officers, employees, contractors and agents exclude all liability for any loss or damage of any kind (including, without limitation, special, indirect or consequential loss, loss of business profits or loss of data), however caused (including negligence), arising out of or in connection with the Site (including, without limitation, your access to and use of the Site), except to the extent that the loss or damage is caused by FLAIM Systems' fraud or wilful misconduct.

5.2 Non-excludable rights. Nothing in these Terms of Use excludes, restricts or modifies any right, remedy or liability that cannot lawfully be excluded, restricted or modified.

6. Indemnity

6.1 Your indemnity. You agree to indemnify and hold harmless FLAIM Systems and its subsidiaries, officers, employees, contractors and agents (each an **Indemnified Party**) from and against all loss, actions, proceedings, costs and expenses (including legal fees), claims and damages that any Indemnified Party may suffer arising directly or indirectly out of or in connection with: (a) your access to or use of the Site (including, without limitation, your content); and (b) any breach by you of these Terms of Use.

7. Privacy

7.1 Collection and disclosure. You acknowledge that: (a) we collect personal information (including your personal information) when you use the Site, including when you request a quote, register your FLAIM product with us or browse the Site generally; and (b) we may disclose the information you provide to third parties that help us deliver our products and services (including information technology suppliers, communication suppliers and our business partners), to tell you about related or new products, to administer the Site, or as required by law. If you do not provide this information, we may not be able to provide all of our products and services to you. We may disclose your personal information to recipients located outside Australia, as further detailed in our Global Privacy Policy.

7.2 Global Privacy Policy. We handle the personal information we collect in accordance with our Global Privacy Policy, which explains how to access or correct your personal information, how to exercise any other privacy rights you may have, and how to make a privacy-related complaint. You can contact our Privacy Officer with any privacy-related queries using the contact details in our Global Privacy Policy.

7.3 Use of your information. By providing your personal information to us, you acknowledge that it will be collected, used, stored and disclosed as described in our Global Privacy Policy and these Terms of Use.

8. Miscellaneous

8.1 Severability. Any part or provision of these Terms of Use that a court of competent jurisdiction finds illegal or unenforceable may be severed from these Terms of Use, and the remaining provisions will continue in full force.

9. Jurisdiction

9.1 Governing law. These Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia. If a dispute arises from these Terms of Use, FLAIM Systems and you each submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

9.2 Effective date. These Terms of Use were last updated in November 2026 and replace the version dated 19 November 2024.