



## Terms of Use

Website is owned by Mint Telecom Pty Ltd (collectively referred to as "we" or "us"). Your access to the Mint Telecom Pty Limited (ABN 53 605 822 062) website at [www.minttelecom.com.au](http://www.minttelecom.com.au) is dependant upon your acceptance of these Terms and Conditions and your access and use of the website is subject to these Terms and Conditions. If you do not accept these Terms and Conditions, you must refrain from using the Website. In these Terms and Conditions, capitalised words have special meanings. These special meanings are set out in the "General" section of this document.

---

### **Disclaimer of Liability - General Disclaimer**

We are not liable to you or anyone else for any Loss in connection with use of this Website or a Linked Website or the failure to provide this Website.

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.

---

### **Disclaimer of Liability - Specific Warnings and Disclaimers**

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or a Linked Website. You must take your own precautions to ensure that whatever you select for your use from this Website is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time, change or add to this Website (including these Terms and Conditions) or information, products or services without notice and your continued use of the Website will constitute acceptance of the variation. However, we do not undertake to keep this Website or these Terms and Conditions updated. We are not liable to you or anyone else if errors occur in the information on this Website or if that information is not up-to-date.

To the extent permitted by applicable law, all representations, warranties and other terms are excluded. You must ensure that your access to this Website is not illegal or prohibited by laws which apply to you or in your location.



To the extent permitted by applicable law, our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide the Website, is limited to providing access to the Website.

You may not use the Website to collect or harvest Personal Information, including Internet addresses, about other users. You must comply with our Acceptable Use Policy available on the Website.

You must abide by any Terms and Conditions posted on the Website. You indemnify us from and against all actions, claims, suits, demands, liabilities, costs or expenses arising out of, or in any way connected to, the use of the Website by you.

---

### **Charges**

You are responsible for the costs of all Internet access and telecommunications charges incurred when using the Website and accept that your use of the Website is your responsibility and is at your own risk entirely.

Mint Telecom operates secure servers to minimise the risk of unauthorised use of credit card information but unauthorised credit card use is at your risk.

---

### **Copyright**

This Website, including without limitation, documents, information, programs and designs is our copyright property.

You are provided with access to it only for your personal and non-commercial use.

Other than for the purposes of and subject to the conditions prescribed under the Copyright Act 1968 (Commonwealth of Australia) and similar statutes that apply in your location, you may not, in any form or by any means:

1. adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this Website; or
2. commercialise any information, products or services obtained from any part of this Website, without our written permission.

---

### **Trade Marks**



Intellectual Property in all materials, documents, information, data, images, logos and trademarks that we provide you or which are contained on the Website are owned or licensed to us and all rights are reserved.

Other product and company names mentioned in this Website may be the trademarks of other people or entities.

If you use any of our trade marks to refer to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trademarks:

1. In or as the whole or part of your own trade marks
2. In connection with activities, products or services which are not ours
3. In a manner which may be confusing, misleading or deceptive
4. In a manner that disparages us or our information, products or services (including this Website)

---

### **Linked Websites**

This Website may contain links to Linked Websites. Those links are provided for convenience only and may not remain current or be maintained. We do not make any representation as to the accuracy or sustainability of any of the information contained on those other sites, and do not accept any responsibility or liability for the conduct or content of those other sites.

Links to those Linked Websites should not be construed as any endorsement, approval, recommendation, or preference by us of the owners or operators of the Sites, or for any information, products or services referred to on those Other Websites.

Unless stated otherwise on this Website, we have:

1. no relationship with the owners or operators of those Linked Websites; and
2. no control over or rights in those Linked Websites.

---

### **Personal Information**

When transacting with you we may ask you for personal details such as your name, address and email address so that we can accurately identify who is using our services. By accessing the Website you consent to us sending you commercial electronic messages. If you do not want us to send you commercial electronic messages you may ask us not to by



For information on our policies for the protection of Personal Information please see the Security and Privacy Page.

---

### **Cookies**

"Cookies" are a standard for storing small pieces of data on a web client (ie. the web browser on your computer). Any Web server (including this one) may:

1. store one or more cookies in your browser; or
2. request your browser to transmit the data to the Web server.

This Website may store cookies on your Web client in order to better serve you upon your subsequent visits to this Website.

By using cookies, Websites can track information about visitors' usage of the site, provide customised content, or even the use of password protection. Note that some browsers can be configured to allow cookies to be accessed by servers other than the originating server.

Please note that most Web browsers can also be configured to notify the user when a cookie is received, allowing you to either accept or reject it. Please refer to the documentation and help screens for your web browser.

---

### **Security of Information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information or content which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

---

### **Termination of Access**

Access to this Website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

---



## General

In these Terms and Conditions:

1. "Mint Telecom" means Mint Telecom Pty Limited (ABN 53 605 822 062), and any of its associates, employees, agents, contractors, and any other person contributing to this Website.
2. "Intellectual Property" means any and all intellectual and industrial property rights throughout the world including but not limited to any copyright, trade mark, domain name, business name, design, patent, circuit layout, semi-conductor or other similar proprietary rights and licences and sub-licences of such rights (irrespective of whether or not such rights are registered, or formal or informal); trade secrets, technical or non-technical data, knowledge, information or documentation; secret or confidential operations or information; business systems, business methods or business plans (whether registered, registrable, formal, informal or otherwise); customer lists, supplier lists and other proprietary lists, names, addresses or information not generally known; techniques, diagrams, data, proofs, prints, particulars, inventions and prototypes.
3. "Linked Websites" means Websites of people other than Mint Telecom which are hyperlinked from this Website.
4. "Loss" means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered.
5. "Personal Information" means any information from which your identity is apparent or can be reasonably ascertained as defined in the Privacy Act 1988 (Cth).
6. This "Website" means the whole or any part of the web pages located at [www.minttelecom.com.au](http://www.minttelecom.com.au) (including the layout of this Website; individual elements of the Website design; underlying code elements of this Website; or text, sounds, graphics, animated elements or any other content of this Website).
7. "We" and "us" refer to Mint Telecom, and "our" has a similar meaning.

Nothing contained in these Terms and Conditions derogates from Mint Telecom's right to comply with law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by Mint Telecom with respect to that use.