

# Website terms

These terms and conditions ('Terms of Use') relate to your use of the Eyewitness Forensic website (the 'website'). By accessing the website you are agreeing to the terms that appear below. In particular the Section headed Warranty and Liability contains important information about your rights and remedies.

## Who We Are

The Site is owned and operated by Eyewitness Forensic ('us' or 'we'). If you have any questions or queries about this site or relating to these terms please use the relevant contact details set out on the contact page.

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## Warranty and Liability

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Notwithstanding the provisions of this section, our liability is not limited in the case of death or personal injury directly caused by our negligence.

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The site may contain links or references to products, materials or web sites that are provided by independent third parties either directly or through frames. The availability of such third party material does not constitute any form of recommendation, endorsement or publication of such third party material by us. Any complaints that you have about the third party material should be taken up with the relevant third party.

#### **Your Privacy**

We take your privacy very seriously and aim to comply with the relevant provisions of Australian, US and EU data protection legislation. Any information given to us by you or collected by us during your use of the site is only used in accordance with the terms of our Privacy Policy Statement.

#### **Privacy Policy**

We use the information you provide about yourself when making a request only to fulfil that request. We do not share this information with outside parties, unless required to do so by law. The information will be deleted 1 year after our last contact with you. We use return email addresses to answer the email we receive and to respond to requests for periodic email updates. Such addresses are not used for any other purpose and are not shared with outside parties. The information you provide to us will be added to our customer relationship systems and your name will be part of the unique identifier. If you do not want us to store this data please let us know when you contact us otherwise you will be consenting to the above. If you wish to gain access to the information we have on file for you please send an email to [info@eyewitnessforensic.com](mailto:info@eyewitnessforensic.com) and we will respond to you as soon as we can. Similarly, if you wish for us to permanently delete the information we have on file for you please send an email to [info@eyewitnessforensic.com](mailto:info@eyewitnessforensic.com).

We use non-identifying and aggregate information to better design our website. We never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

If at some point in the future there is a change to our Privacy Policy and/or practices that affect your personally identifiable information, we will notify you of the relevant changes by placing a notice on our website.

## **Cookie Policy**

We use cookies on our website. By clicking “I’m fine with this”, you consent to the use of cookies. You have the right to withdraw your consent at anytime by contacting us. Cookies are small pieces of text sent by a website you visit to a web browser. A cookie file allows the service or a third-party to recognize you and make your next visit easier and more useful to you. We use cookies to enable certain functions of our website, for security and to provide analytics.

## **Products and Services**

It may be possible for you to access via certain areas of this site or via other web sites operated by Eyewitness Forensic to which this site is linked. The use of such products and/or services will be subject to separate terms and conditions, and may require you to register with us or a third party.

## **Other Matters**

If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this notice, which shall remain in full force and effect.

Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of that right or remedy.

These terms shall be governed by Australian law. You agree that the Courts of Australia shall have exclusive jurisdiction to settle any dispute that may arise out of, under, or in connection with these terms.

We may make changes to any part of the site or the content (including these terms) at any time. By using the site after the date of any change you are agreeing to the changes. If you do not agree to any changes you should not use the site after the date of the changes that you do not accept.