

TERMS OF USE for ELEK.COM.AU

Last modified: November 22, 2018

Thanks for using our electrical engineering software products and services (“Services”). The Services are provided by Electrotechnik Pty Ltd (“ELEK”), located at Level 2/11 York Street, Sydney NSW Australia.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

The Services we provide will evolve over time based on our ongoing research and development programs and user feedback. These Terms are not intended to answer every question or address every issue raised using them. ELEK reserves the right to change these terms at any time, effective upon the posting of modified terms on our Website. It is Your obligation to ensure that You have read, understood and agree to the most recent terms available on the Website.

By registering to use our Services you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Software. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Software.

Using our Services

You must follow any policies made available to you within the Services.

Don't misuse our Services. For example, don't interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. Play fair with our free trials and don't abuse our licensing of the Services. You must have your own paid licence or account with us for the Service(s) you're using. Secure your login details and passwords. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against ELEK's application programming interface. Any such limitations may be advised by Us or requested by You.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don't remove, obscure, or alter any of the branding or legal notices displayed in or along with our Services.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Privacy and Copyright Protection

ELEK's privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that ELEK can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to Australian law.

Your data in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours. Your access to the Data is contingent on payment of the fees for our Service.

You grant ELEK a licence to use, copy, transmit, store, and back-up your information and data for the purposes of enabling you to access and use the Service and for any other purpose related to provision of the Service to you.

You must maintain copies of all Data inputted into and outputs of the Software. ELEK adheres to its best practice policies and procedures to prevent data loss, including a system data back-up regime, but does not make any guarantees that there will be no loss of Data. ELEK expressly excludes liability for any loss of Data no matter how caused.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

Other than as expressly set out in these terms or additional terms, neither ELEK nor its suppliers or distributors make any specific promises about the Services. For example, we don't make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services "as is".

You must be appropriately qualified and skilled to use our Services.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties.

Liability for our Services

When permitted by law, ELEK, and ELEK's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.

To the extent permitted by law, the total liability of ELEK, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services (or, if we choose, to supplying you the Services again).

In all cases, ELEK, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

Since you will be using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify ELEK and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Modifying or Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. ELEK will not provide any refund for any remaining prepaid period for a subscription including due to no-fault terminations. ELEK may also stop providing Services to you, or add or create new limits to our Services at any time.

Governing law and jurisdiction

In all situations this agreement is governed by the laws of Australia and you hereby submit to the exclusive jurisdiction of the courts of Australia for all disputes arising out of or in connection with this agreement.

For further information or to contact us, please visit our [contact page](#).