

Template Website Terms of Use

Date of last update: 17 January, 2024

Introduction

1. These terms of use (“**Terms**”) govern your access and use of this website which is operated by Apex Entertainment Pty Ltd ABN 667 844 759 36 (“**we**”, “**us**”, or “**our**”).
2. By accessing and using this website, you agree to be bound by these Terms. If you do not agree with these Terms, you must not access or use this website.
3. We reserve our right to change these Terms at any time, without notice to you. When we change these Terms, we will also update the “Date of last update” at the top of these Terms. You should check this page occasionally to ensure you are familiar with any changes.

Intellectual property rights

4. All intellectual property rights (including copyright and trademarks) in the content and design of this website are owned by us.
5. You may, for personal use only, print a copy of any part of this website to view it. All other use, copying or reproduction of any part of this website is prohibited without our prior written approval.

Links

6. This website may provide links to other websites. This is done for your convenience only. We take no responsibility for the accuracy or currency of the information on those sites. We do not endorse any information, goods or services referred to within those sites, and our provision of these links should not be taken as an endorsement.

Liability

7. We are not liable to you on any basis (including negligence) for any loss or damage (however caused) arising out of or in connection with your use of this website or its contents.
8. Our total liability to you for any claims arising out of or in connection with your use of this website or its contents under any statutory right that cannot be excluded is limited at our option to either the resupply of the relevant services or the payment of the cost of same.

Disclaimer

9. If you choose to use the website, you do so at your own sole risk.
10. We make no representation that anything offered through the website is available for use in other locations, or that it complies with laws and regulations of other locations.
11. We make no warranty that the website will meet your requirements or be available on an uninterrupted, secure or error-free basis.
12. We make no warranty regarding accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the website, or that this website is free of viruses or other harmful components.

Indemnity

13. To the fullest extent allowed by law, you agree to indemnify us from and against all actions, claims, suits, demands, damages, liabilities, losses and expenses (whether in tort or in contract) arising out of or related to your use of this Website.

Privacy policy

14. We are committed to protecting your personal information. Please refer to our Privacy Policy available at www.apexentertainment.com.au and www.pandemonium.rocks which describes how we collect and manage your personal information. By agreeing to and accepting these Terms, you also agree to and accept the terms of our Privacy Policy.

Severability

15. If any part of these Terms is held to be illegal, invalid or unenforceable by a Court of law, the legality, validity and enforceability of the remaining parts will not be affected.

Waiver

16. Any failure or delay by us to enforce any provision of these Terms will not be interpreted as a waiver of our rights or remedies.

Termination

17. These Terms are effective until terminated by us, which we may do at any time and without prior notice to you.
18. Any rights or obligations that have accrued up to and including the date of termination will survive.

Governing law and jurisdiction

19. These Terms, and all related matters, shall be governed and interpreted by the laws of Queensland, Australia.
20. Any dispute under these Terms shall be subject to the exclusive jurisdiction of the Courts of Queensland, Australia.

Contact us

21. If you have any questions about these Terms, please contact us by emailing support@pandemoniumrocks.zendesk.com for Pandemonium Rocks and support@weareapexau.zendesk.com for Apex Entertainment.