

WEBSITE TERMS OF USE

Date: 19 June, 2024



1. About Sample Assist and the Sample Assist Platform

Sample Assist Solutions Pty Ltd ABN 35 651 932 937 (Sample Assist, us, we or our) operates a digital platform to facilitate and manage workplace drug testing and pre-employment medical assessments (Sample Assist Platform).

2. Application of Terms of Use

These terms of use (Terms) apply to persons who access our website www.sampleassist.com (Website), directly or via other re-directed sites Sample Assist sites. These Terms do not apply to access and use of the Sample Assist Platform. Access to and use of the Sample Assist Platform is subject to agreement between Sample Assist and its customers.

Each time you access this Website, you agree to these Terms. If you do not accept any of the Terms, you should cease accessing this Website.

You should read these Terms in conjunction with our [Privacy Policy](#). Our Privacy Policy sets out the personal information we collect about visitors to this Website (including via cookies) and how we collect, use, disclose and store that personal information.

3. Changes to Terms

The effective date of the Terms is set out above.

We may update the Terms of Service from time to time without notice to you by publishing an updated version on the website. By continuing to use this Website, you accept the updated Terms.

4. Purpose of Website

This Website is created and controlled by Sample Assist Pty Ltd to provide general information about Sample Assist, the Sample Assist Platform and other matters related to the Sample Assist Platform. The information we publish is introductory in nature and is not a substitute for advice from a qualified professional adviser. The mention of specific products or services on this Website does not constitute or imply a recommendation or endorsement by Sample Assist.

5. Disclaimer

You acknowledge that use of this Website and its Content is at your own risk. Without limiting the previous sentence, you acknowledge that Sample Assist does not make any express or implied representation or warranty about any matter

To the maximum extent permitted by law, neither Sample Assist will not be liable to any person or entity for any direct, indirect, consequential or other loss or damage (however caused, including due to negligence) which may arise out of, or in connection with, the use of this Website or the use or reliance on information, including any publication or media release, contained on or linked to from or framed in this Website.

If any law implies a condition or warranty into these Terms which cannot lawfully be excluded then, to the maximum extent permitted by law, our liability for any breach of such implied term will be limited to the supply of the relevant service again or the payment of the cost of having that service re-supplied.

This section applies for the benefit of Sample Assist's employees, agents, third party content providers nor licensors and those of Sample Assist's related companies.

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6. Security

The transmission of information over the Internet is not completely secure or error free. In particular, emails to or from Sample Assist and information submitted to or accessed via this Website may not be secure and you should use discretion in deciding what information you send to us via these means.

Emails to/from Sample Assist may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

7. Linking and Framing

This Website may contain links to other websites and may on occasion display content or information from other websites within frames on this Website. Sample Assist does not endorse. You acknowledge that the views expressed in any linked or framed website or content are not the views of Sample Assist.

You may link to this Website as long as you do so in a way that accurately indicates that the link is to a page of Sample Assist's website and is not misleading.

8. Intellectual Property

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You may download and print content from this Website for your own personal or internal business purposes only. Commercial use is expressly prohibited. You must not remove or amend any copyright or other proprietary notices included in or attached to any content you download from this Website.

You must not publish, communicate to the public, distribute to third parties, amend, adapt, otherwise change in any way, copy, reproduce or store (in any medium) any part of the content on this Website or to create a derivative work from any part of the content on this Website without the prior written consent of Sample Assist or the consent of the applicable rights holder. This prohibition does not extend to materials on this Website which are expressed to be freely available for re-use or replication, subject to any conditions we specify.

"Sample Assist" and the Sample Assist logo are registered Australian trade marks. You must not use our trade marks without our prior written consent.

Other service names, product names, business names, logos and trade marks are owned by persons other than Sample Assist. Unless otherwise specified on this Website, the inclusion of any service names, product names, business names, logos and trade marks of another person on this Website is not intended to indicate any association with, or endorsement by Sample Assist of that service name, product name, business name, logo or trade mark or the applicable owner or licensee.

You must not use these service names, product names, business names and logos without prior consent of the owner.

9. User Content

Unless Sample Assist requires you to provide content to respond to a query you have made or an issue you have raised, Sample Assist will not be required to provide any documents or other materials via this Website. If we do require you to provide content, we will use that content for the purposes for which you provide it and delete the content within a reasonable time of completion of that purpose.

Sample Assist does not accept or consider unsolicited content or unsolicited ideas including ideas for new products, services, technologies, processes, marketing plans or new product names. Please do not send any original artwork, samples, demos or other works. Sample Assist will consider any unsolicited content or ideas or any feedback you provide on or via this Website to be non-confidential and non-proprietary. Sample Assist will be free to use such content on an unrestricted basis.

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If you provide unsolicited content via this Website, you must ensure that:

- you do not send us or upload content which infringes copyright or other rights of any person;
- Sample Assist is not responsible to you, or any other person and you will take full responsibility for if the content you submit infringes copyright or other rights of any person; and
- you understand that we may remove any content which you have posted to this Website if we believe that the content infringes the copyright or other rights of any person, is illegal for any reason or otherwise in appropriate

We reserve the right to co-operate fully with any law enforcement authority in any jurisdiction in respect of a lawful direction or request to disclose the identity or other information about anyone posting materials which the authority claims violates any applicable law.

10. General Limitations on User Conduct

You must not:

- use this Website, or any tools offered through this Website, in a manner which; or
- upload, post, transmit or otherwise make available through this Website any material which:
 - infringes the rights of others (including their intellectual property or privacy rights);
 - is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
 - encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
 - restricts or inhibits any other user from using or enjoying this Website;
 - decompiles or reverse engineers any part of this this Website;
 - affects the functionality or operation of this Website or its servers or the functionality or operation of any user's computer systems (for example, by transmitting a computer virus or other harmful component, knowingly or otherwise); or
 - breaches any standards, content requirements or codes promulgated by any relevant authority, including authorities which require us to take remedial action under any applicable industry code.

11. Use of Electronic Addresses

The publication of electronic addresses of employees or other representatives of Sample Assist on this Website should not be taken as consent by any of those persons to receiving unsolicited commercial electronic messages.

12. Governing Law

These Terms are governed by the laws of New South Wales, Australia, and in the event that we have a legal dispute relating to this Website or these Terms, the courts of New South Wales will have non-exclusive jurisdiction.