

Teleo Terms and Conditions

GENERAL & ACCEPTANCE

This website is owned and operated by Teleo Immigration and its related entities. In these Terms and Conditions, Teleo will be referred to as "we", "our", "us" and the user of the website will be referred to as "You".

Use of the Questionnaire automatically indicates your acceptance of these terms and conditions. The Questionnaire forms part of Teleo's website and by accessing the Questionnaire you agree to be bound by any terms and conditions of our website that may be current at the time of access, including the contents of our Privacy Statement. If you do not agree to the terms and conditions, then you may not use our website or Questionnaire.

We may amend these terms and conditions at our discretion and without notice by posting any amended terms and conditions on our website. The current terms and conditions will be available on our website at all times. By continuing to use the Questionnaire you accept and agree to be bound by the current terms and conditions.

The use of this Questionnaire is for the purpose of collecting basic information so as to enable us the opportunity to perform a preliminary assessment of your situation. By completing this Questionnaire, you accept that any information or assistance we provide to you does not take into account all eligibility requirements. Furthermore, you accept that completing this Questionnaire does not in any way guarantee grant of a sponsorship, nomination, visa or other migration outcome. A positive result from an eligibility assessment of the Questionnaire does not guarantee a positive final migration outcome.

This Questionnaire is not an application form.

WHAT YOU CAN DO

The Questionnaire is to be used by you to provide us with information about your circumstances and any relevant documentation to enable us an opportunity to consider assessing your situation and, where we deem appropriate, provide you with an assessment of your migration options.

SCOPE OF WHAT WE WILL DO

By using this Questionnaire, you are providing us with a non-compellable invitation to review the information you have provided and, at our complete discretion, perform an initial assessment of your eligibility to seek a migration outcome.

Using or submitting the Questionnaire does not make you our client. If we agree to perform an initial assessment for you, we will contact you in writing to confirm your instructions.

The scope of any work which we may elect to perform as a result of you submitting a

completed Questionnaire is limited to performing an assessment, including performing any enquiries (including with third parties) that we deem necessary.

YOUR OBLIGATIONS AND RISKS

You are responsible for all costs and charges associated with your accessing the Questionnaire including, but not limited to, internet and telephone costs and charges.

You must only access the Questionnaire for legitimate and lawful purposes and in accordance with directions or instructions posted on our website from time to time. You agree not to upload any documents, images or files that might be considered offensive, discriminatory or unlawful.

You must keep any logon or password details confidential and secure against unauthorised use at all times. We will not be held responsible for access to your confidential personal and financial information by an unauthorised third party to whom you have given your username and password details. You are responsible for any expense, loss, damage, costs, demands or liabilities arising out of or in connection with the use (including improper or unauthorised use) of your username and password details. If you suspect that your username and password has been lost, stolen or misused, please notify us immediately.

There is a risk that you may not be able to access your information through the Questionnaire at any given time. The Questionnaire is reliant on computer and telecommunications systems provided by third parties and disruptions to those systems may result in the Questionnaire being unavailable from time to time. We will not be liable for any loss, damage, cost or expense resulting from any delay in operation or transmission, communications failure, internet access difficulties and malfunctions in equipment or software.

Should you not comply with these terms and conditions, or otherwise misuse the Questionnaire, or should our service to you for whatever reason be suspended or discontinued, then the right of access to the Questionnaire shall cease and we have the right to terminate this agreement with no further need for proof of default and with immediate effect and to deny you access to the Questionnaire with immediate effect.

CHANGES OF LAW

Migration law and policy are continuously updated and revised, and we do not warrant that the process of this Questionnaire and any subsequent Initial Assessment take into account the current law at any point in time. This information is general in nature, prepared from preliminary questions.

AUTHORISATION

If we agree to perform an assessment of the information you provide to us, you authorise us (including our staff and third party contractors) to act on any instructions, information and documentation you provide using the Questionnaire. However, we may choose not to act in accordance with your instructions where we reasonably believe those instructions are

unlawful, contain fraudulent or bogus material or information, or may result in illegal consequences or pose a risk to our systems. Further, we may immediately refuse to process or complete any transaction or dealing of yours, suspend the provision of a product or service, or terminate your access to the Questionnaire. We will be under no liability to you if we do any or all of these things.

If you add any incorrect information or documentation to the Questionnaire, you must notify us as soon as you become aware that the information is incorrect. If we act on your instructions or make use of documentation or information that is incorrect, fraudulent or bogus (whether deliberate or not), we will not be liable to you or to any third party for any loss or damage caused by us acting in accordance with your instructions or by making use of the documents or information. Further, we will not analyse your instructions to determine whether they are correct. As soon as the instructions, documents and/or information are added to the Questionnaire by you, we are entitled to and will assume that it is correct.

WARRANTY AND AGREEMENT

By uploading documents, information or files to the Questionnaire, you warrant that:

the information and documents you have supplied to us is accurate, complete and not misleading, deceptive, fraudulent or bogus; and

you have read these terms and conditions and fully understand their nature and effect.

By accessing or using the Questionnaire you agree:

to advise us if you change your email address or if you are unable to access emails;

to check your emails regularly (at least weekly) and to ensure that your email mailbox can receive email notifications;

to at all times indemnify <<Firm Name>> and its employees, contractors, third party service providers, the provider of the Questionnaire (Migration Manager Pty Ltd) from claims by third parties which are in any way connected with the services provided by and/or with the information made available via the Questionnaire, including personal user information provided by you.

that we provide the Questionnaire through the internet on an "as-Is" basis. Your use of the Questionnaire is at your own risk.

that we accept no responsibility for the following:

- Indirect or consequential loss;
- Losses related to data transmission;
- Loss of profits, missed opportunity savings and damage resulting from business interruption;
- Losses caused by loss or corruption of data;
- Losses caused by unauthorised access to the Questionnaire;
- Losses resulting from insufficient speed and/or availability of the internet;

- Losses (for instance fines or interest) arising from late provision of information or documentation necessary for the preparation of an application or proceeding;
- Losses arising from the provision of inaccurate or incomplete information necessary for the preparation of an application or proceeding;
- Losses arising from data lost as a result of using the Questionnaire.

that we do not accept any responsibility or liability for any expenses, loss, damage, costs, demands or liabilities howsoever caused arising out of or in connection to the actions of hackers or the effects of viruses, worms or any other forms of corruptive code. We do not warrant, guarantee or make any representations as to the reliability, accuracy or completeness of the data or information provided to you through the Questionnaire.

that we do not warrant, guarantee or make any representations that your access to the secure Questionnaire will be uninterrupted or free of error.

that we do not warrant, guarantee or make any representations that data, information or files on the secure Questionnaire will be secure from hackers, or free of viruses, worms or any other form of corruptive code.

we may restrict, suspend, alter or terminate your access to the Questionnaire at any time without cause and without notice to you;

that you authorise us to store your documents, data and information with third party cloud storage providers, including the provider of this Questionnaire service (Migration Manager Pty Ltd). You further understand, acknowledge and agree that these data storage providers may be based in locations outside of Australia.

DATA PRIVACY

Any data or personal information you provided to us via the Questionnaire will be treated confidentially and in accordance with these terms and conditions.

We do not disclose personal information to third parties apart from:

where we are required by law, or a court order to do so;

where we deem it necessary to make enquiries with third parties to enable us to adequately assess your eligibility for a migration outcome;

any disclosures which may occur as a result of the use by us of IT service providers including the provider of this Questionnaire. These services commonly involve diverse geographic locations which change from time to time for reasons which include data protection and processing efficiency. Where these services are used by us, it is not practical for us to notify you of which country your personal information may be located in. Providers whom we may store and process data with who may be located outside of Australia include Microsoft, Adobe, Amazon, Raygun, Migration Manager etc.

occasions where we are required to do so in order to provide you with our products or services, or manage our relationship with you;

By having dealings with us you acknowledge and consent to disclosure of your personal Information to third party and/or overseas recipients described above in the circumstances described above.

SEVERABILITY & JURISDICTION

If any provision of these terms and conditions is deemed unlawful, void or for any reason unenforceable, that provision shall be deemed to be severable and shall not affect the validity of the remaining terms and conditions. These terms and conditions should be read in conjunction with any Privacy Statement located on the website.

These provisions are governed by the laws of the Commonwealth of Australia, and any and all disputes between the parties relating to these provisions will be referred to a competent Australian court.

No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.