

# The Quantum Management System (The QMS) Website Terms and Conditions

## 1. **Application, variation and termination of these Terms and Conditions**

- i. These Terms and Conditions govern the website operated and provided by The Quantum Management System Aka (**The QMS**)
- ii. Any use of The Quantum Management System's website by you constitutes acceptance of these Terms and Conditions.
- iii. The Quantum Management System may at any time, in its sole discretion, amend, vary or modify these Terms and Conditions without notice.
- iv. Modifications to these Terms and Conditions will be effective immediately and any subsequent use by you of this website will constitute your acceptance of the modifications and the then-current terms and conditions of use of this website.
- v. The Quantum Management System may, without notice, terminate or suspend this website or any part of the website at any time.

## 2. **Privacy**

- I. Any personal information received by The Quantum Management System will be collected and disclosed in accordance with The Quantum Management System's Privacy Policy (as updated from time to time).

## 3. **Disclaimer and Liability**

- I. While The Quantum Management System provides the website and its contents in good faith, The Quantum Management System does not accept liability or responsibility for any content or material on this website, including for the accuracy, completeness, authenticity, reliability or timeliness of the content;
- II. The Quantum Management System does not represent or warrant that this website, any files obtained from or through this website are free from harmful code, computer viruses or other defects;
- III. To the extent permitted by law, The Quantum Management System expressly excludes all conditions and warranties (including warranties as to merchantability, non-infringement of intellectual property or any other rights or fitness for a particular purpose), guarantees, rights and remedies, liabilities and other terms that may be implied by custom, statute or

common law in relation to any information or materials on this website or any websites linked to this website; and

- IV. The Quantum Management System is not liable for any consequential losses (including any loss of revenue or profits, loss of anticipated savings, loss of data, loss of value of equipment, any penalties or fines imposed by a regulator and any loss that is indirect loss) that you suffer or for any costs, damages, expenses, loss or charges that you incur as a result of your use any information or materials on this website or any websites linked to this website.

#### **4. Intellectual Property**

- I. Intellectual property rights (including any copyright, trademark rights) in the content on this website, vests in The Quantum Management System, subject to any third party rights.
- II. 'The Quantum Management System', the Quantum Management System logo, the Quantum Management System logo and the icon are copyright of The Quantum Management System, registered in Australia.
- III. Nothing contained on this website is to be construed as granting a licence to use any content on this website. You may not use, reproduce or modify any content displayed on this website including The Quantum Management System's logo or trademark/s without The Quantum Management System's written consent.
- IV. You may not pass off content from this website as your own. This includes the practice of 'Framing' this website within another website as well as copying and re-using parts of the website.
- V. The content of Australian, ISO and IEC Standards and other publications is subject to copyright and all rights are reserved. No part of these publications may be reproduced, copied, stored, distributed or transmitted in any form, or by any means, including photocopying, scanning, or other mechanical or electronic methods without the prior written permission of The Quantum Management System. To seek permission, please contact [info@theQMS.org](mailto:info@theQMS.org)

#### **5. Linking to other websites**

- I. This website may contain links to other websites. Standards Australia does not warrant approve of or accept any liability or responsibility for any such websites. Access to these websites is at your own risk.

## **6. Guidelines for linking to this website**

- a. You are welcome to put links on your website pointing to the Quantum Management System's website. In such case we request that you adopt the following guidelines for linking:
  - i. The Quantum Management System 's site should usually be to the home page, i.e. <https://www.theQMS.org> Linking to other parts of the site poses some risk, as the page or service to which you link may move or become unavailable.
  - ii. The correct name for the website is The Quantum Management System.
  - iii. The Quantum Management System's logo and its variants are subject to copyright. They may only be used with written permission from The Quantum Management System Author.

## **7. Cookies and other features of our website**

- a. This website uses cookies to identify visitors to this site, gather statistical information, store user preferences, activity, and session information. The Quantum Management System uses cookies to improve security, enhance website functionality and improve its services. By using this website, you are consenting to The Quantum Management System's use of cookies on your device.
- b. You can disable cookies in your browser settings. However, adjusting these settings may affect the functionality of this website.
- c. Information stored in cookies can include:
  - i. The identity of the page or services you are requesting;
  - ii. The type of browser or operating system in use;
  - iii. Time and date of access; and
  - iv. The internet address of the website from which you navigated from to reach our website.
- d. Cookies do not store personal information such as:
  - i. your name
  - ii. email addresses
  - iii. phone numbers
- e. The Quantum Management System also uses JavaScript, which is a programming language that helps our website work. In order to use

our website, we recommend that you have JavaScript enabled in your browser settings. To enable JavaScript in your browser, follow the instructions for your browser version [here](#).

## **8. Governing Law**

- I. The laws of the State of Victoria, Australia govern these Terms and Conditions and any agreement formed under them. You and The Quantum Management System irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia.