

Terms of Service

These Terms govern use of the Datalynk website and any free resources made available through it. Paid consulting, implementation, support and other client services are governed by the applicable proposal, statement of work, master services agreement or other written agreement.

Please read these Terms of Service (Terms) carefully. By accessing or using datalynk.com.au and its related pages (Site), you agree to these Terms. If you do not agree, you should not use the Site.

1. Who we are and what these Terms cover

The Site is operated by Datalynk Pty Ltd (Datalynk, we, us or our), an Australian data and technology consultancy. The Site provides information about our services, capabilities, case studies, events, resources, products and ways to contact us.

These Terms apply to your access to and use of the Site, including forms, downloadable materials, demonstration content and any free tools or resources that expressly refer to these Terms.

Unless a client agreement expressly incorporates these Terms, these Terms do not govern paid consulting, implementation, managed services, software development, subscriptions or other professional services supplied by Datalynk. Those services are governed by the written agreement applying to the relevant engagement.

2. Acceptance and authority

By using the Site, you confirm that you are legally capable of agreeing to these Terms. If you use the Site on behalf of an organisation, you represent that you have authority to act for that organisation in relation to your use of the Site.

Submitting an enquiry, booking a discovery call or requesting a proposal does not oblige either you or Datalynk to enter into a paid engagement. A paid engagement only begins when the parties agree the applicable commercial terms.

3. Information on the Site

We aim to keep Site content useful and current, but content is provided for general information only. It may describe technology, data practices, business processes, security, compliance, analytics or artificial intelligence at a high level.

Site content is not legal, financial, accounting, tax, investment, cybersecurity, regulatory or other professional advice. You should obtain advice appropriate to your circumstances before acting on information that could materially affect your business.

Case studies, example dashboards, metrics, demonstrations, estimates and statements about potential outcomes are illustrative. Actual results depend on each client's systems, data quality, operating environment, people, scope, implementation choices and other factors.

4. Enquiries, proposals and client engagements

When you contact us, we may use the information you provide to respond, assess whether we can assist, arrange meetings and prepare a proposal.

Any scope, deliverables, fees, timetable, intellectual property arrangements, service levels, security obligations, data-processing obligations or acceptance criteria for paid work must be set out in the relevant client agreement.

If there is any inconsistency between these Terms and a signed or otherwise accepted client agreement, the client agreement prevails to the extent of that inconsistency for the relevant services.

5. Acceptable use

You must not use the Site in a way that is unlawful, fraudulent, harmful or interferes with the Site or another person's use of it. In particular, you must not:

- attempt to gain unauthorised access to the Site, its hosting environment, accounts, systems or networks;
- introduce malware, malicious code, automated attacks, denial-of-service activity or other harmful material;
- scrape, crawl or systematically extract Site content at a scale that materially burdens the Site, except where permitted by law or our written consent;
- circumvent security controls, access restrictions, rate limits or technical protections;
- use the Site to infringe another person's intellectual property, privacy or other rights;
- misrepresent your identity, affiliation or authority when contacting us; or
- use Site content or our name, branding or materials in a way that falsely suggests endorsement, certification or partnership.

Reasonable use of publicly available Site content for ordinary browsing, internal evaluation, quotation, linking and other uses permitted by law is allowed.

6. Intellectual property

Unless stated otherwise, the Site and its content, including text, graphics, visual design, diagrams, videos, downloads, methodologies, branding and software made available through the Site, are owned by or licensed to Datalynk and are protected by intellectual property laws.

We grant you a limited, non-exclusive, revocable licence to access and use the Site for legitimate personal or business evaluation purposes. You may download or print reasonable extracts for internal use, provided you do not remove ownership notices or represent the material as your own.

Except as permitted by law or with our written consent, you must not reproduce, republish, sell, license, adapt, distribute or commercially exploit substantial parts of the Site or create a competing repository from Site content.

Third-party names, trade marks and logos appearing on the Site remain the property of their respective owners. References to third-party platforms do not grant you any rights in those brands or technologies.

7. Material you provide to us

If you submit information, documents, feedback or other material through the Site, you retain ownership of your material. You give us a non-exclusive right to use that material only as reasonably necessary to respond to your request, evaluate an engagement, operate the Site, comply with law and protect our legitimate interests.

You should not submit highly sensitive, regulated, confidential or production data through a general website contact form unless we have specifically agreed an appropriate secure method for receiving it.

You represent that you are entitled to provide any material you submit and that our permitted use of it will not infringe another person's rights.

8. Privacy and communications

Our handling of personal information is described in our Privacy Policy. Where the Privacy Act 1988 (Cth) and Australian Privacy Principles apply to us or a particular activity, we will handle personal information in accordance with those obligations.

If you ask us to contact you, register for an event or request information, we may send communications relevant to that request. Marketing communications will include an unsubscribe mechanism where required by law.

The Site may use cookies, analytics and similar technologies for functionality, security, measurement and improvement. Further details should be set out in the Privacy Policy and any cookie notice used on the Site.

9. Third-party websites, platforms and services

The Site may link to or refer to third-party websites, software, cloud platforms, social networks, booking tools and other services. Third-party services are controlled by their respective providers and may have separate terms, privacy practices, availability and security arrangements.

We are not responsible for third-party content or services merely because we link to or mention them. You should review the applicable third-party terms before using those services.

Products or services offered through separate websites, including any Datalynk-related software products that have their own terms, are governed by the terms presented for those products rather than these website Terms, unless expressly stated otherwise.

10. Site availability and security

We may change, suspend or discontinue any part of the Site for maintenance, security, technical, commercial or operational reasons. We do not promise that the Site will always be available, error-free or free from vulnerabilities.

You are responsible for using appropriate security controls on your own devices and networks. You should not rely on the Site as the sole repository for any information you need to retain.

11. Australian Consumer Law and non-excludable rights

Nothing in these Terms excludes, restricts or modifies any right, guarantee, condition, warranty, remedy or other protection that cannot lawfully be excluded, including any applicable rights under the Australian Consumer Law.

Where a guarantee or other obligation is implied by law and liability for breach can lawfully be limited, our liability is limited, at our option and to the extent permitted by law, to supplying the relevant service again or paying the reasonable cost of having it supplied again.

12. Disclaimers and limitation of liability

Subject to section 11, the Site is provided on an 'as available' basis. To the maximum extent permitted by law, we do not give warranties that Site content is complete, current, accurate for every purpose or suitable for your particular circumstances.

To the maximum extent permitted by law, Datalynk is not liable for indirect, incidental, special or consequential loss arising solely from your use of, or inability to use, the Site, including loss of profit, revenue, opportunity, goodwill, anticipated savings or data.

This limitation does not apply to liability that cannot legally be excluded or limited, and does not limit liability to the extent it was caused by our fraud, wilful misconduct or other conduct for which liability cannot lawfully be excluded.

13. Your responsibility for misuse

You are responsible for loss or third-party claims to the extent they arise from your unlawful use of the Site, your material infringing another person's rights, or your material breach of section 5. This does not require you to compensate us for loss caused by our own negligence, breach or misconduct.

14. Suspension and termination of access

We may restrict or suspend access to the Site where reasonably necessary to protect security, investigate suspected misuse, comply with law or prevent material disruption. Where practical, we will limit any restriction to what is reasonably necessary in the circumstances.

You may stop using the Site at any time. Provisions that by their nature are intended to continue after you stop using the Site, including intellectual property, liability and governing law provisions, continue to apply.

15. Changes to these Terms

We may update these Terms from time to time to reflect changes to the Site, our business practices or applicable law. The updated version will be published on the Site with a revised effective date.

Changes apply from the stated effective date. If a change would materially affect a separate paid engagement, it will not amend that engagement unless the applicable client agreement permits the change or the parties agree to it.

16. Governing law and disputes

These Terms are governed by the laws of Victoria, Australia. Subject to any rights you have to bring proceedings elsewhere under applicable law, the parties submit to the courts of Victoria and courts entitled to hear appeals from them.

If a dispute about the Site arises, we encourage you to contact us first so the issue can be considered promptly. Nothing in this section prevents either party from seeking urgent interlocutory or injunctive relief where appropriate.

17. General

If any provision of these Terms is held to be invalid or unenforceable, it will be read down to the minimum extent necessary or, if that is not possible, severed without affecting the remaining provisions.

A failure or delay in exercising a right under these Terms does not waive that right. Headings are for convenience only.

18. Contact

Questions about these Terms can be sent to:

Datalynk Pty Ltd

Email: hello@datalynk.com.au

Website: datalynk.com.au

Based in Australia; servicing clients across Australia and New Zealand.

Effective date: 17 August 2026