

# WEBSITE TERMS

## 1. Website Terms of Use of use

As consideration for allowing you, the user (User) to view the Content on the website, located at the URL: [www.jaricairconditioning.com.au](http://www.jaricairconditioning.com.au) (Site) Users agree to the following terms of use (Terms of Use).

The Site is operated by Jaric Air Conditioning and Electrical Pty Ltd ACN 608 127 626 (Company) and provides Users with access to Site pursuant the terms and conditions contained herein.

Users acknowledge and agree that they have had sufficient opportunity to read and understand the terms and conditions contained in these Terms of Use, and that they are legally able to agree to be bound by them. If Users do not agree to these Terms of Use, they must leave this Site immediately.

## 2. Permitted use

### 2.1 Content

Content means text, data, speech, music or other sounds, visual images (animated or otherwise) in any form, or in any combination of forms as defined in Schedule 7 of Broadcasting Services Act 1992 (Cth).

- (a) Unless otherwise indicated, the Company reserves all copyright in the Content and design of the Site. The Company owns all such copyright and provides it to Users under the terms of a limited licence embodied in these Terms of Use each time they visit the Site.
- (b) Users may download, print or copy Content provided on the Site for their own use. Unless provided with a mechanism to do so, Users must not sell, lease, furnish or otherwise permit or cause others to access Content on the Site.
- (c) Users must not use, reproduce, communicate, publish, or distribute any of the Content on the Site, unless it constitutes a fair dealing for the purposes of the Copyright Act 1968 (Cth) (Act). In particular, Users must not reproduce or use any of the information on the Site for commercial benefit.
- (d) Other than for the purposes of and subject to the conditions prescribed under the Act as otherwise provided for in these Terms of Use, no part of the Content may in any form or by any means (including framing, screen scraping, electronic, mechanical, photocopying or recording) be reproduced, adapted, stored in a retrieval system or transmitted without prior written permission.

## 3. Prohibitions on use

This Site and the information contained herein must not be used in any manner that infringes the Company's rights. Users must not:

- (a) data mine or conduct automated searches on the Site or the Content, whether through the use of additional software or otherwise;
- (b) frame or mirror the Site;
- (c) tamper with, hinder the operation of, or make unauthorised modifications to the Site or any of its Content;
- (d) transmit any virus, worm or other disabling feature to or via the Site;
- (e) abuse, defame, harass, stalk, threaten or otherwise violate the Company's legal rights;

- (f) advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters from the Site;
- (g) delete any author attributions, legal notices or proprietary designations or labels unless authorised to do so;
- (h) use the Site to send commercial, unsolicited or bulk electronic messages to anyone or in any other way which would constitute an infringement of the Spam Act 2003 (Cth);

## 4. Privacy Policy

In using the Site, Users are deemed to accept the Company's Privacy Policy.

## 5. Provision of service

- (a) The Company may without notice suspend access to the Site or disconnect or deny Users access to any part of the Site during any technical failure or maintenance period.
- (b) The Company may also choose at its sole discretion to block or deny any particular User with access to any of the Content or Facilities contained on the Site.
- (c) The Company may make improvements and or changes to Site and the Content at any time without notice. The Company does not warrant that the information architecture or navigation will not change now or at any time in future.

## 6. Limitation of liability

### 6.1 No duty of care

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- (c) If relying on the Content, Users must make their own investigations to ensure its accuracy before relying on the Content.

### 6.2 Disclaimer of warranties

Users expressly acknowledge and agree that, to the maximum extent permitted by law:

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- (b) The Company and its officers, employees and agents make no warranty that:
  - (i) the Content will meet Users requirements;
  - (ii) the information contained in the Content is accurate or reliable;
  - (iii) the Content will be uninterrupted, timely, secure or error-free;
  - (iv) the quality the Content, or other material obtained by Users through the Site will meet Users expectations; and
  - (v) any errors will be corrected;

- (c) any Content downloaded or otherwise obtained through the use of the Site is accessed at their own discretion and risk, and they will be solely responsible for any damage to their computer or loss of data that results from the download of the Content; and
- (d) no advice or information, whether oral or written, obtained by you from the Site or through or from the Content creates any warranty not expressly stated herein.

### 6.3 Limitation of liability

- (a) Except for certain statutory warranties under consumer protection laws the Company does not provide any guarantee or warranty or make any representation of any kind, either express or implied, in relation to that Content or User's use of the Content on the Site.
- (b) Subject to any claims available under consumer protection laws the Company, its officers, employees, agents are not liable for any loss or damage, including, but not limited to, direct, indirect or consequential losses including any form of consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and an increased operating cost, personal injury or death, however suffered or sustained in connection with:
  - (i) any inaccurate or incorrect information provided on the Site;
  - (ii) Users use of the Content;
  - (iii) any failure or delay including, but not limited to, the use or inability to use any of the Content;
  - (iv) any interference with or damage to Users' computer systems which occurs in connection with use of this Content;
  - (v) the cost of procurements of substitute goods and Content resulting from any goods or Content purchased or obtained through the Content;
- (c) For claims that cannot be excluded or restricted under consumer protection laws, the liability of the Company for such a claim will (at the Company's option and to the extent permitted by law) be limited to:
  - (i) in the case of goods:
    - I. repairing or replacing those goods; or
    - II. paying the cost of having those goods repaired or replaced; and
  - (ii) if the breach relates to Content:
    - I. resupplying the Content or its equivalent; or
    - II. paying the cost of having the Content or its equivalent resupplied.

### 6.4 Links to third party Sites

- (a) The Company does not represent that the Content on other websites to which the Site contains links to does not inadvertently infringe the intellectual property rights of any person anywhere in the world.
- (b) By inadvertently linking to infringing third party content, the Company is not authorising infringement of any intellectual property rights contained on those websites. Please contact the Company at [designatedagent@sitename.com](mailto:designatedagent@sitename.com) to notify the Company of any links Users allege are infringements.

### 7. Miscellaneous provisions

- (a) Access to the Site outside the Jurisdiction - No representation or warranty is made that the Content on the Website complies with the laws of any country outside of Australia. If Users access the Site from outside Australia, they do so at their own risk.
- (b) Changes to Terms of Use – The Company may change these Terms of Use at its discretion by providing notice on the Site. The version of the Terms of Use that applies to Users will be available on the Site each time they visit the Site.

- (c) Entire agreement - These Terms of Use and any warranties implied by law which are not capable of being excluded or modified amount to the entire agreement with the Users. Any contact with the Company or its officers, employees or agents that includes any statements representations, warranties (if any) whether expressed or implied, including any collateral agreement or warranty, with reference to the subject matter or the intentions of either of the parties are merged and otherwise are excluded and cancelled by those contained in these Terms of Use.

- (d) Governing law and jurisdiction - The laws of Queensland and Australia govern this Agreement. Users submit to the non-exclusive jurisdiction of the Supreme Court of Queensland and the Federal Court of Australia.

- (e) Indemnity - By using the Site, Users indemnify the Company and its officers, employees and agents against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including reasonable legal costs on a full indemnity basis) that the Company may incur or suffer as a direct or indirect result of:

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- (g) Severance - If any part of these Terms of Use are found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of the document and the severed part will not affect the validity and enforceability of the remaining Terms of Use.

- (h) Trademarks – The Company may be the owner of several common law (or where indicated), registered trade marks which appear on the Site. Unauthorised use of these trademarks will infringe the Company's intellectual property rights. The Company reserves its right to take action against Users who infringe its intellectual property rights.

- (i) Waiver - If the Company does not act in relation to a particular breach by Users of these Terms of Use, this will not be treated as a waiver of its right to act with respect to subsequent or similar breaches.

- (j) Contact Details – The Company may be contacted by Users on the following details:

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