



## **WEBSITE TERMS OF USE**

This Terms of Use applies to Waterproofing Technologies Pty. Ltd. t/a Envirosystems (**Envirosystems**, **we**, **us** or **our**) website (the **website**). Your access to the website is deemed to constitute an agreement to the following conditions:

### 1. Conditions of use of the Envirosystems website

- 1.1. We may update or amend these terms of use from time to time, at our sole discretion. Any changes we make to these terms of use will be effective once they are published on this page. Please ensure that you review this page regularly as you will be deemed to have accepted the published terms of use if you continue to use the website.
- 1.2. Envirosystems makes all reasonable efforts to ensure that the content of this website is accurate at the time it was included and up to date. However, visitors should be aware that some information may be inaccurate, incomplete or out of date and you should not seek to rely on any information contained within this website without independently verifying its accuracy. Envirosystems reserves the right to make changes at any time, without notice.
- 1.3. Except to the extent required by law, Envirosystems accepts no liability for any direct or consequential loss or damage of any kind (including, without limitation, any loss of profits, business, goodwill or data) caused by or arising out of this site or any linked site or any information contained in such site. Any decisions based on information in this site are the sole responsibility of the visitor.
- 1.4. Envirosystems does not endorse or otherwise assume responsibility or liability for the content or operation of other websites linked to this website.
- 1.5. The website (including these legal notices) shall be governed by Australian law and the Australian courts shall have the exclusive jurisdiction over any disputes arising from the website.

## 2. Intellectual Property & Trademarks

- 2.1. All patents, registered designs, registered trademarks and applications for any of the foregoing, copyright, unregistered design rights, confidential information, database rights, trade and business names (including internet names and email address names) and other intellectual property rights presently existing or arising in future in connection with the website, including any data we supply and in connection with the supply and installation of our products, shall be and remain the sole property of Envirosystems.
- 2.2. You shall not use or permit the use (except in connection with the purchase of goods from us) or copy or modify in any way any information or other materials provided by us without our prior written authorisation or except as may be required by law. All rights reserved. The copyright of all material in this site belongs to Envirosystems.
- 2.3. Envirosystems and any other names, images and logos identifying Envirosystems and its products and services are proprietary trademarks of Envirosystems. Trademarks appearing on the website may be reproduced in unamended form on materials downloaded from this website for the purposes of your own personal reference only and should not otherwise be used, copied, adapted or erased in any manner, context or media whatsoever.

- 2.4. Envirosystems grants you the right to display, print, download or store on a temporary basis extracts from the website without alteration, addition or deletion for the purposes only of your own reference or for the purposes of evaluating whether to enter into any commercial arrangement with Envirosystems.
- 2.5. Any other use of the information or material on this website is prohibited subject to prior written permission from Envirosystems.

#### 3. Disclaimers

- 3.1. You accept that any information provided by us on this website is general information and is not in the nature of advice.
- 3.2. We do not warrant that information provided, or communications transmitted in connection with the website, will be accurate, error free or free from viruses. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything that has destructive properties.
- 3.3. We accept no liability in the event that the website becomes wholly or partly unavailable at any time for whatever reason, nor do we accept liability for any unauthorised access to, or any alteration, theft, corruption or destruction of information or data howsoever caused.
- 3.4. We handle your personal information with care and confidentiality. Any personal information that you disclose is dealt with in accordance with our Privacy Policy.
- 3.5. You acknowledge that unless otherwise agreed in writing, we have an unlimited right to use, disclose and permit the further use of any non-personal data provided by you in connection with your use of the website and such information shall be non-confidential.
- 3.6. Except to the extent stated in these conditions or otherwise agreed in writing, we shall have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever in connection with the use of the website other than for death or personal injury resulting from our negligence or for fraud on the part of any of its employees whilst acting in the course of their employment. In particular, we shall have no liability for any consequential loss or damage suffered, directly or indirectly, by you or any third party arising from the use of the website, including but not limited to wasted time or expenditure, loss of profits, production, business revenue, expected savings or goodwill or any claim by any person.
- 3.7. We accept no responsibility for the content of websites or pages linked to any part of our website. Although we have endeavoured to make colours on the screen as close as possible to the ones we supply we accept no responsibility for the accuracy of the colour match. In particular, colours may vary depending on your screen settings and resolution. In case of doubt you should check the products before application.
- 3.8. Any advice, opinion or information is given to assist the use of our products on the basis that you will ensure its suitability for the application intended. In particular we cannot accept liability for loss or damage which may arise from any incorrect use of our products or from poor workmanship. We operate a continuous research and development programme and reserve the right to update and delete information on the website without notice.

## 4. Websites & Cookies

- 4.1. If you browse or download information, the web server will record the date and time of your visit to our site, the pages viewed and the information downloaded.
- 4.2. When you visit our website, we may use "cookies" (an internet browser feature) to enhance functionality, to keep track of your visits, provide personalised features and as part of the identification process for our online services. Most web browsers are initially set up to accept cookies. With most internet browsers, you can erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is

stored. If you wish to do this, refer to your help menu for browser instructions. Please refer to our Pri	vacy
Policy for more information.	

# 5. Security

5.1. When using our website, you should be aware that no data transmission over the Internet can be guaranteed as totally secure. Although we strive to protect such information, we do not warrant the security of any information that you transmit to us over the Internet and you do so at your own risk.