

# Website Terms of Use

CBC Maintenance Facilities Pty Ltd (ACN 058 616 989) (“we”, “us”, “our” and “the Website”) owns and operates this website. This website and the contents of it are our property. Access to and use of this Website is and the products and services available through this Website (collectively, **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By accessing the site or using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. It is your responsibility to check this page regularly to take notice of any changes we may have made to the Terms of Use. If you do not agree to the Terms of Use, you must not access the website.

## 1 Amendments to Terms of Use

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We reserve the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon publication to this Website. Your continued use of the Website following such publication will represent an agreement by you to be bound by the terms and conditions as amended.

## 2 Website

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Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

## 3 Linked sites

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This Website may contain links to other websites (**Linked Sites**), which are not operated by us. We have no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

## 4 Privacy policy

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Our Privacy Policy, which sets out how we will use your information, can be found at <https://www.cbcbgroup.com.au/> By using this Website, you consent to the processes described and contained in the Privacy Policy and warrant that all data provided by you is accurate.

You agree that anything sent to us, including email attachments and contact or support requests, are not subject to automatic purging or guaranteed privacy. We take steps to ensure the protection of your information in accordance with our Privacy Policy, but we cannot make any guarantee about the safety of this information.

## 5 Prohibitions

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- (a) When you access the Website, you must strictly adhere to the Terms of Use. Any breach of the Terms of Use will result in access to the Website being withdrawn.
- (b) You agree that by viewing or entering the Website, you are not a competitor, and that you will not share or disclose any contents of the Website with any competitor of ours.
- (c) You must not misuse this Website. You will not:
  - (i) commit or encourage a criminal offense;
  - (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;

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- (iii) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- (iv) infringe upon the rights of any other person's proprietary rights;
- (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

A breach of this clause may constitute a criminal offence. If such a breach occurs, we will report it to the relevant law enforcement authorities and disclose your identity to them.

- (d) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.
- (e) You acknowledge that we have no obligation to monitor your access to or use of the Website, but we have the right to do so for the purpose of providing the Website, to ensure your compliance with the Terms of Use, or to comply with an applicable law or the order or requirement of a court, administrative agency, or other governmental body.

### 6 Intellectual property, software and content

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- (a) As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.
- (b) All rights, titles, and interests in the Website will remain our exclusive property.
- (c) The intellectual property rights in all software and content (including photographic images and logos) made available to you on or through this Website remain our property and are protected by internationally recognised intellectual property laws. All such rights are reserved by us. You may store, print and display the content supplied solely for your own personal use and must delete or cease to display such material immediately upon request.
- (d) You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

### 7 Disclaimer of liability

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- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law, we hereby expressly exclude all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages

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were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

- (c) This does not affect our liability for death or personal injury arising from our own negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under the applicable law.
- (d) Except for in the case of our own gross negligence or willful misconduct, you acknowledge that we will not be held liable for any direct, indirect, incidental, special, consequential or punitive damages arising from your access to or use of, or inability to access or use, the Website, software or content, whether based on warranty, contract, tort (including negligence), whether or not we have been informed of the potential of such damage occurring.

### **8 Association with this website**

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You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website without our prior permission providing in writing. We reserve the right to withdraw linking permission without notice.

### **9 Disclaimer as to ownership of trade marks, images of personalities and third party copyright**

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- (a) Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, Services and/or locations featured on this Website are in no way associated, linked or affiliated with us. You should not rely on the existence of such a connection or affiliation with us and any other website, body or information which is advertised on this Website.
- (b) Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to us.

### **10 Use at your own risk**

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Your access to and use of the Website, software, and content is entirely at your own risk. We accept no responsibility for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Website, software, or content. We cannot guarantee the accuracy of the content contained on the Website and will not be responsible for any damage caused by such reliance on the accuracy of the Website or its content.

### **11 Indemnity**

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You agree to indemnify, defend and hold us harmless, in addition to our directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

### **12 Controlling law and jurisdiction**

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These Terms of Use will be interpreted in accordance with the laws in force in New South Wales, Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts and laws of that State.

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## 13 Variation

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We have the right in our absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

## 14 Invalidity

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If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

## 15 Complaints

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We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise. Please inform us if you have any complaints or comments by contacting CBC Maintenance Facilities Pty Ltd at:

People and Culture Manager

25 Military Road, Port Kembla NSW 2505

[peopleandculture@cbcgroupp.com.au](mailto:peopleandculture@cbcgroupp.com.au)