

WEBSITE TERMS AND CONDITIONS OF USE

1. Application

- 1.1. The following terms and conditions and our [Privacy Policy \(Terms\)](#) govern your access and use of this website and any content on this website (**Site**). Your use of the Site constitutes your acceptance of these Terms. Non-compliance with these Terms may result in us seeking remedies from you.
- 1.2. We reserve the right to amend these Terms from time to time by publishing amended terms on the Site.

2. Conditions of access to the Site

- 2.1. You must not modify, alter, dismantle, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute or use for a commercial purpose any part of the Site (including any copyright, trade mark and other proprietary notices) in any way, other than strictly in accordance with our prior written consent.
- 2.2. You must not use the Site in a manner which: (a) is unlawful; (b) would breach another person's privacy; (c) asserts or implies any relationship or affiliation with us, without our prior written consent; (c) would constitute a breach of these Terms or any applicable [Emeco Group Policy](#); or (d) may be considered by a reasonable person in our position to be inappropriate or have the potential to bring us and our affiliates into disrepute. You must not use the Site to defame, harass, threaten or offend any person, send unsolicited email messages including advertising or promotional material, or transmit any viruses or other disabling features that may damage or interfere with the Site and anyone using the Site.
- 2.3. We reserve the right to make changes to the Site from time to time. The Site may not always be available, uninterrupted or free from any errors or viruses. We may suspend, withdraw or restrict all or any part of the Site at our discretion.

3. Copyright and intellectual property

- 3.1. The content on the Site, including without limitation all text, graphics, photographs, videos, audio clips and names, logos and trade marks, is owned or controlled by us, and is protected by copyright and trade mark under the laws of Australia and through international treaties.
- 3.2. Your access to or use of the Site does not grant or transfer to you any rights, title or interest in the Site.

4. General disclaimer and limit of liability

- 4.1. While we make reasonable effort to ensure the content on the Site is accurate, we make no representations or warranties of any kind, express or implied, as to the accuracy, availability, completeness, reliability, sufficiency, suitability or otherwise with respect to the Site.
- 4.2. The Site is provided on an "as is" and "as available" basis and is provided for general information only and is not intended to be information on which you should rely. Use of the Site is at your own risk.
- 4.3. To the fullest extent permitted by law, we are not in any circumstances liable for any direct, indirect or consequential damages, expenses, losses or liabilities, including any loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill or loss of data, whether at common law, under contract, tort (including negligence), in equity or otherwise, which may arise out of or in connection with your use, or inability to use, the Site.

5. Third party sites

- 5.1. The Site may contain links to other websites and resources hosted and maintained by third parties. Any access to or use of third-party sites and resources is at your own risk and is subject to the terms and conditions of use for those third party sites and resources.

6. Jurisdiction

- 6.1. These Terms are governed by the laws of Western Australia. Both we and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.