

# WEBSITE TERMS & CONDITIONS OF USE

## 1 INTRODUCTION

- 1.1 By viewing and using this website you agree to these terms and conditions ('Terms of Use'). If you do not agree to these Terms of Use, you must stop accessing and using our website.
- 1.2 Cirtex Australia Limited (Cirtex) reserves the right to change these Terms of Use at any time by update through our website. You should periodically read these Terms of Use. By continuing to access our website after any change to the Terms of Use, you agree to be bound by these Terms of Use as amended.

## 2 WEBSITE CONTENT

- 2.1 The content on this website is provided for general information only and is subject to change at any time without notice.
- 2.2 You must make your own assessment of the suitability of the content of this website for your own purposes and should obtain professional or specialist advice before taking or refraining from any action based on any information on this website.
- 2.3 You are solely responsible for the actions you take in reliance on the content on, or accessed through, this website.
- 2.4 Cirtex may change the content described on this website at any time without prior notice.

## 3 RIGHT TO USE WEBSITE

- 3.1 In using this website, you may access and view material on this site, but must not:
- Use this website or any of the content in any way which is unlawful or may cause offense.
  - Modify, change or delete any part of this website or attempt to bypass or evade any security measures in relation to this website.
  - Attempt to decompile or reverse engineer any software contained on Company's web site.
  - Transfer the materials to another person or 'mirror' the materials on any other server.
  - Distribute or copy any part of our website for any commercial purpose.
  - Incorporate material on this website or any part of it in any other work or publication (whether in hard copy, electronic or any other form) without our prior written consent.
  - Include any advertising or other revenue generating material with any part of our website material.
  - Remove or alter any trademarks or logos that appear on any material on our website.

## 4 USERS OUTSIDE NEW ZEALAND

- 4.1 This website is operated by Cirtex Industries Limited from New Zealand.
- 4.2 The information on our website may not be appropriate or available for use in other jurisdictions. If you choose to access our website from a jurisdiction other than New Zealand, you do so on your own initiative, and you are responsible for compliance with any applicable laws of that jurisdiction.

## 5 PRIVACY POLICY AND PERSONAL INFORMATION

- 5.1 Cirtex maintains and operates this website in accordance with its [privacy policy](#).
- 5.2 You consent to the release of your personal information to Cirtex and third parties in connection with the uses contemplated by the privacy policy. If you have questions or comments about our privacy policy, please contact us at: [info@cirtex.com.au](mailto:info@cirtex.com.au)

## 6 INTELLECTUAL PROPERTY

- 6.1 Copyright in all documents, photos, illustrations and other materials published and displayed on this website is owned by or licensed to Cirtex or our suppliers.
- 6.2 Cirtex authorises you to copy the materials on this website for non-commercial use within your organization only, provided that the above copyright notice appears in each and all copies.
- 6.3 Except as expressly provided above, nothing contained in these Terms of Use shall be construed as conferring any license or right under any copyright, patent, trademark or other intellectual property rights of Cirtex or its suppliers.

## 7 THIRD PARTY MATERIAL

- 7.1 The contents of our website may include or link to third-party materials. Any third-party material is provided to you only as a convenience, and the inclusion of any third-party material does not imply any endorsement of it by Cirtex or any association with its operators.

- 7.2 Cirtex will not be responsible for the content of any third-party material or liable for any direct or indirect loss, failure or damage suffered by you from accessing, using, relying on or trading with third parties.

- 7.3 You must not reproduce or distribute any third-party material in respect of the contents of this website without our express written authorisation.

- 7.4 We reserve the right to prohibit links to our website and you agree to remove or cease any link on our request.

## 8 LIVE CHAT

- 8.1 If you use the Live Chat tool available through our website, you agree only to use the feature for lawful and legitimate purposes.
- 8.2 You must not use the Live Chat tool to circulate material that is unrelated to the use of our website, including (without limitation) the offer of goods or services for sale, files that may damage any other person's computing devices or software, content that may be offensive to other users of our website, or material or data in violation of any law.
- 8.3 When you make any communication on our website through Live Chat or any other communication tool, you represent that you own the content of the communication.
- 8.4 Cirtex is under no obligation to ensure that the communications on our website are legitimate. We reserve the right to remove any communication at any time in our sole discretion. Please report any objectionable information to us at: [info@cirtex.com.au](mailto:info@cirtex.com.au)

## 9 DISCLAIMER

- 9.1 Information contained on this website may unintentionally include inaccuracies or errors. These materials are provided 'as is' without warranty of any kind, whether express or implied.
- 9.2 To the fullest extent permitted by law, Cirtex does not guarantee, warrant or represent that any content on or accessible through this website is accurate, suitable for your purposes, or without errors or omissions.

## 10 LIABILITY

- 10.1 To the fullest extent permitted by law, Cirtex excludes all liability for any loss or damage that results from your use of our website and any materials, information or services provided on this website, including from all express and implied warranties and representations.
- 10.2 Cirtex will not be responsible for errors or misstatements on our website or be liable, whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including indirect, consequential or special loss or damage, or loss of profits, loss of data, loss of anticipated savings or loss of opportunity).
- 10.3 If you are a consumer using our website for non-business activities then nothing in these terms and conditions is intended to contract out of any rights you might have under the Consumer Guarantees Act 1993 (if any).

## 11 INDEMNITY

- 11.1 You agree to take all necessary action to defend and indemnify Cirtex and our directors, employees and agents against all costs, expenses and damages incurred in connection with any claim brought by a third party against us that arise from a breach by you of any of these Terms of Use.

## 12 GENERAL PROVISIONS

- 12.1 If at any time we do not enforce any of these terms or conditions, that does not mean we have waived or released that, or any other, term or condition.
- 12.2 Further, if any part or provision of these terms and conditions is considered to be invalid, unenforceable or in conflict with the law, that part or provision is deemed to be modified by a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remaining terms and conditions will continue to be binding on the parties.
- 12.3 These terms and conditions are governed by and will be construed in accordance with New Zealand law and you submit to the non-exclusive jurisdiction of the New Zealand courts.