

# **Terms of Use**

#### **Terms and Conditions**

These Terms and Conditions govern the use of this Website, which is defined below. By using this Website, you will be taken to agree to them. If you do not agree to these Terms and Conditions, you should immediately exit this Website.

This Website is designed to provide introductory information regarding Ventia Pty Limited ("Ventia", "we" or "us") and should not be relied upon for any purpose.

In these Terms and Conditions, "Website" means the whole or any part of the web pages located at www.ventia.com.au and include the layout of this Website, individual elements of the Website design, underlying code elements of this Website; or text, sounds, graphics, animated elements or any other content of this Website.

Ventia may change these Terms and Conditions at any time and from time to time without notice. Any amendment will be effective immediately. Your use of this Website after any amendment constitutes an agreement by you to comply with and be bound by the amended Terms and Conditions. Accordingly, you should read these Terms and Conditions from time to time for changes. You should also refer to Ventia's Web Privacy Policy.

### **General Disclaimer**

To the extent permitted by law Ventia excludes any and all liability to you or anyone else for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with use of this Website or websites of other entities which are hyperlinked from this Website.

This general disclaimer is not restricted by any of the following specific warnings and disclaimers.

### **Specific Warnings and Disclaimers**

The Website is designed to provide general industry information only. We update it from time to time. You should not rely on it for any purpose, as information on it may be out of date, inaccurate or may not be suitable for your particular purpose. Ventia may change and update the information at any time and from time to time without notice to users. Ventia makes no representation or warranty as to the reliability, accuracy or completeness of the information contained on this Website or that the Website will be uninterrupted or error free. Ventia is not liable to you or anyone else if errors occur in the information on this Website or if that information is not up-to-date.



Ventia is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or websites of other entities which are hyperlinked from this Website. You must take your own precautions to ensure that whatever you select from

your use from this Website is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

To the extent permitted by applicable law, all representations, warranties and other terms are excluded. You must ensure that you access to this Website is not illegal or prohibited by laws which apply to you or in your location.

### Copyright

All copyright in this Website is the property of Ventia. All rights are reserved.

Other than for the purposes of and subject to the conditions prescribed under the Copyright Act 1986 (Commonwealth of Australia) and similar statutes that apply in your location, you may not, in any form or by any means:

- 1. distribute, modify, copy, adapt, store, transmit, display, publish or otherwise reproduce in any way any of the material in this Website; or
- 2. commercialise any information, products or services obtained from any part of this Website, without the express written permission of Ventia.

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All trade names, trade marks, service marks and other product and service names and logos (the "Marks") displayed on the Website are proprietary to their respective owners and are protected by applicable trade mark and copy right laws. These Marks may be registered or unregistered marks of Ventia or others.

Ventia and the Ventia logo are registered trade marks of Ventia.

Nothing contained on the Website should be construed as granting any licence or right of use of any other person or entity's trade mark which is displayed on this Website without their express permission.

If you use any of Ventia' trade marks to refer to Ventia' activities, products or services, you must include a statement attributing that trade mark to Ventia. You must not use any of Ventia' trade marks:

- in or as the whole or part of your own trade marks;
- in connection with activities, products or services which are not Ventia';



- in a manner which may be confusing, misleading or deceptive; and
- in a manner that disparages us or our information, products or services (including this Website).

### **Cookies**

"Cookies" are a standard method for storing small pieces of data on a web client (i.e. the web browser on your computer). Any Web server (including this one) may:

- 1. store one or more cookies in your browser; or
- 2. request your browser to transmit the data to the Web server.

This Website may store cookies on your Web client in order to better serve you upon your subsequent visits to this Website.

By using cookies, Websites can track information about visitors' usage of the site, provide customised content, or even the use of password protection. Note that some browsers can be configured to allow cookies to be accessed by servers other than the originating server.

Please note that most Web browsers can also be configured to notify the user when a cookie is received, allowing you to either accept or reject it.

#### **Linked Websites**

This Website may contain links to websites of other entities which are hyperlinked from this Website. Those links:

- 1. are provided for convenience only and may not remain current or be maintained;
- 2. should not be construed as any endorsement, approval, recommendation or preference by us of the owners or operators of the other websites, or for any information products or services referred to on those websites.

Your use of any link to websites of other entities is entirely at your own risk.

## **Applicable laws**

This Notice is governed by the laws in force in New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions or this Website.