

# Website Terms & Conditions of Use

## Terms & Conditions

1. When you use <https://www.kelwincoastalcarpets.com.au> ("**the Website**") you agree to Kelwin Coastal Carpets (us, we, our) Terms and Condition of Trade, our Privacy Policy featured on this Website and us providing you with access to information or materials on the Website.
2. Any information, material, documentation, graphics, articles, content or any other content on this Website is solely for the purpose of providing you with information of our products and services and matters or material that may be of interest to you or a consumer of ours.
3. You should be aware that the world-wide web and/or internet is unsecure and at any material time your communication or access to this Website may be intercepted or alternatively altered.
4. At no material time do we warrant that this Website is free from any virus or anything that may damage your computer or property.
5. In using this Website, you agree to our Privacy Policy and Terms and Conditions of Trade, which may appear on this Website.

## Restrictions on Use of the Website

6. This Website and any information, links or facilities contained on it must not be used in any way that is considered unlawful, or for any illegal purpose, or in any manner that infringes our rights or obligations.
7. You must not:
  - Data mine or conduct automated searches on this Website or the content therein, whether using additional software, third party addresses or otherwise;
  - Use or create links from, or to, this Website in any document or through the world-wide web or otherwise, including copying or mirroring any information contained therein without our prior written consent;
  - Tamper, restrict, affect, hinder or otherwise the operation of this Website, or make modifications of any kind to the format or any content therein;
  - Incorporate advertisements, offers, goods or services or otherwise on this Website without our prior written consent;
  - Transmit any viruses, worms or other disabling or otherwise damaging product, feature or otherwise to this Website;
  - Abuse, harass, cause offence, defame, threaten, stalk or violate our rights including, but not limited to, privacy, copyright, publicity or the rights of any users of this Website;
  - Remove attributions, notices, labels or otherwise on any file that you can download or access from this Website;
  - Send us or any of the Website users chain letters, surveys, contests or advertising material, links to other websites, commercials or unsolicited bulk electronic messages or otherwise which may constitute an infringement under any legislative instruments in Australia such as, but not limited to, the *Spam Act 2003* (Cth) without our prior written consent;
  - Obtain personal information from us or this Website or its users which may constitute an infringement of Australian privacy legislation;
  - Use this Website in a way that;
    - Infringes or facilitates a breach of a law or regulation or these Website Terms & Conditions of Use;
    - Our or a third parties intellectual property rights, rights of privacy or their trade secrets;
    - Is or can be characterised as offensive, inappropriate, threatening, indecent, defamatory or obscene;
    - Is discriminatory;
    - Is in breach of any State of Australia or Commonwealth legislation;
    - Represents us as being misleading or deceptive or giving false or misleading information;
    - Permit any person or entity to do or ask anyone else to do something that is in breach of this Website Terms & Conditions of Use;

- Identifies any of this Website's users, including any of their personal information of whatsoever kind extending to photos, names, birth dates, or any other particulars which are sufficient to identify the user.

#### **Access the Websites**

8. You access this Website at your own risk.
9. You are responsible for complying with any law or regulation in your jurisdiction and to comply with these Website Terms & Conditions of Use.
10. We do not make any representations or warranties in respect of this Website that is non-compliant with a law or regulation of a country outside of Australia, which is our jurisdiction.

#### **Provision of Service**

11. At any time we can suspend, delete, deny or disconnect this Website without giving you warning or referring to you. In some situations, this may be the result of;
  - Maintenance;
  - Technical failures;
  - You not complying with this Website Terms & Conditions of Use;
  - An act or omission on your part that causes harm, damage or otherwise to this Website;
  - Improvements or changes to this Website;
  - Any other reason in which we deem reasonable.

#### **Intellectual Property Matters**

12. From time to time, we permit you to;
  - Download; and/or
  - Copy; and/or
  - Print;information from this Website for personal use only. This does not include commercial use, which is strictly prohibited.
13. You otherwise cannot;
  - Use; and/or
  - Reproduce; and/or
  - Communicate; and/or
  - Publish; and/or
  - Distribute; and/or
  - Sell; and/or
  - Let; and/or
  - Share; and/or
  - Permit anyone else to do any of the things in this list;without our prior consent unless it is considered a fair dealing as set out in the *Copyrights Act 1968* (Cth).

#### **Copyright Matters**

14. We reserve all rights in respect of copyright and the content contained in this Website.
15. We do not permit you to copy, by any means whatsoever, the information or content on this Website, unless you have our express consent in writing.

### **Limitation of Liability**

16. Any information or material or content that we make available through this Website from time to time is general in nature.
17. By using any such information contained on this Website, a duty of care should not be assumed. Again, we make no representations or warranties of whatsoever kind in relation to accuracy, quality, wholeness, viruses, worms, defects or otherwise.
18. You should obtain independent legal advice by someone who can practice law in Australia before acting on any information or content on this Website.
19. If a law or regulations imposes liability of whatsoever kind, these Website Terms & Conditions of Use is intended to, so far as reasonably possible, disclaim or limit our liability. Where this is not possible, the Australian Consumer Law applies.
20. We disclaim all liability for any form of damage to you arising out of the use or reliance on anything contained in this Website.

### **Jurisdiction**

21. By using this Website, you agree to be bound by the laws of Queensland, Australia and irrevocably submit to that jurisdiction.

### **Uploading Information**

22. You represent and warrant that any material, content, information or otherwise that is uploaded or received by us through this Website is;
  - Free from viruses, worms, trojans or any other disabling feature or mechanism;
  - Authorised;
  - Not defamatory, malicious, coercive, threatening, harassing, unfair or 'passing off';
  - Not infringing of any third party's rights or obligations;
  - Not a breach of any Australian laws or regulations.

### **Severance**

23. In the event any of these Website Terms & Condition of Use are found void or unenforceable for any reason, than that part will be deemed severed and the remainder will be unaffected and will not affect the validity and enforceability of any remaining term or condition contained herein.

### **Indemnity**

24. By using this Website, you hereby indemnify us from, and against, any claim or proceedings, whether threatened or instituted and any liability, loss, damage or otherwise (including legal costs on an indemnity basis) that we incur or may suffer as a result of;
  - You breaching these Website Terms & Conditions of Use;
  - You breaching a law, legislation, regulation, by-law or otherwise in Australia;
  - You or a third-party brining an action as a result of an act or omission by you.