



## Terms of Website Use

These terms and conditions form a legally binding agreement (the **Agreement**) between: CDA Eastland Trade Supplies Pty Ltd of 763 Hunter Street, Newcastle in the State of New South Wales (**CDAETS, we, us, our**) AND the person(s) or company visiting or patronising CDAETS's website: [www.cdaets.com.au](http://www.cdaets.com.au), (**the User, you, your**).

This Agreement will be deemed to be accepted by the User by visiting, viewing or using (including ordering from) the CDAETS website.

THE PARTIES AGREE as follows:

### 1. Intended Use

- 1.1 All material on the CDAETS website including but not limited to text, images, multimedia, advertisements and downloadable content is published by CDAETS and made available to worldwide audiences. If you access the CDAETS website outside of Australia, you do so at your own risk and you must comply with the rules and regulations enforced by your respective jurisdiction.
- 1.2 The general public of all ages may view all publicly available material on the CDAETS website and only copy it for personal use. You may only use material for commercial purposes when you have prior written consent from CDAETS.
- 1.3 Registered users may be but not limited to general public, employees or representatives of companies, associations, governments or any other corporate entity.

### 2. DISCLAIMER & LIMITATION OF LIABILITY

- 2.1 All material on the CDAETS website is provided to you "as is" and "as available". CDAETS does not warrant or guarantee the accuracy, adequacy or completeness of this material, and expressly disclaims liability for mistakes, misleading or absent information.
- 2.2 To the maximum extent permissible by law and unless otherwise specified, we do not warrant, guarantee or make any representations or warranties of any kind, whether express, implied or statutory.
- 2.3 Whilst we promise to actively combat malicious activities, we do not warrant, guarantee or make any representations the CDAETS website will be safe from such behaviour including but not limited to viruses, hackers or denial of service attacks. Furthermore, we do not warrant, guarantee or make any representations that the CDAETS website will be fully accessible at all times and disclaim any loss or damages as a result of it being unavailable.
- 2.4 To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with:
  - (1) use of the CDAETS website, or the inability to use the CDAETS website by any party; or
  - (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or
  - (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

### 3. Third Party Links

- 3.1 CDAETS provides links to you only as a convenience and the inclusion of any links on the CDAETS website does not imply or constitute an endorsement by CDAETS of the link or the website to which it relates. Linked websites are not under the control of CDAETS and CDAETS is not responsible for the contents of any linked site or any link contained in a linked site

nor is CDAETS responsible or liable for any damage or loss caused by your visitation of those linked websites.

- 3.2 You must not create or maintain any link from another website to the CDAETS website without our written consent.

### 4. Logins and Passwords

- 4.1 You are responsible for maintaining the confidentiality of your USER ID and password and the passwords of any additional users linked to your USER ID. You agree not to disclose your password to a third party. You are responsible for any purchases accessed thru your user ID by you or any additional user linked to your USER ID. You agree to notify CDAETS immediately by emailing [admin@cdaets.com.au](mailto:admin@cdaets.com.au), if you suspect any unauthorised use of your account.
- 4.2 CDAETS may suspend your membership and USER ID at any time without cause and without liability for any resulting loss or damage.

### 5. Intellectual Property

- 5.1 For the purposes of this Agreement, "Intellectual Property Rights" means copyright, trademark, design, patent, semiconductor or circuit layout rights and any other rights whether or not they are registered or registrable, relevant to, among other things, the textual, graphical, audio and other information, content, data or material used by CDAETS in respect to this Agreement.
- 5.2 Apart from any third party material, all Intellectual Property Rights in the CDAETS website and any material or content on the CDAETS website (as developed, amended or enhanced from time to time) are owned by and are vested in CDAETS. Nothing in this Agreement grants you any form of ownership rights in such Intellectual Property Rights.
- 5.3 CDAETS grants to you a non-exclusive, non-transferable, revocable licence to use CDAETS's Intellectual Property Rights so far as is required for you to make full use of CDAETS's website. However you are not at liberty to reverse engineer, decompile, amend, develop or use for any other purpose any of CDAETS's Intellectual Property Rights.

### 6. Purchases and orders

All purchases and orders made through the CDAETS website will be made subject to CDAETS's terms and conditions of trade, also found on CDAETS website.

### 7. Applicable Law

- 7.1 The parties expressly agree that this Agreement will be governed by and interpreted in accordance with the laws of the State of New South Wales.

### 8. Personal Information

- 8.1 The Purchaser consents to CDAETS from time to time, seeking, advising, exchanging and verifying any personal or commercial information of the Purchaser or the Guarantors with any third party and to carrying out any further pertinent investigation about the Purchaser's contact/address details, credit arrangements, trading terms, credit worthiness, credit standing, credit history or credit capacity, financial status etc.
- 8.2 You need not disclose your identity to us in order to use the CDAETS website. However, the website may use "cookies" to collect anonymous traffic data from users who access this website. Our internet server may also automatically record details about any computer used to access the website (such as the IP address, domain name and browser type), the date and time of access, and details of the information downloaded. This information is used for internal statistical purposes and to improve the CDAETS website. Any other information supplied to us (for example if you send us an email) is treated in accordance with our privacy policy.