

## Website Terms & Conditions

This is a website operated by Polyaire Pty Ltd (ABN 82 007 673 690) ("Polyaire") under the following domain name [www.airtouch.net.au](http://www.airtouch.net.au) (together called the "website"). The website is operated on behalf of Polyaire and its related bodies corporate (together called the "Polyaire Group")

### Licence

By allowing you to access to the website Polyaire grants to you a licence.

Please read these Terms and Conditions carefully before proceeding as they govern your use of this Website. Your use of this Website indicates your agreement with the Terms and Conditions. If you do not agree to these Terms and Conditions do not use this Website.

Pursuant to this licence and subject to the absolute right of Polyaire to vary access to all or any part(s) of the Website, you acquire a non-exclusive right to:

1. View the material in the Website.
2. Access material contained in the Website.
3. Use the Website strictly in accordance with the provisions of this licence.

If you wish to download and use any material contained in the Website for a temporary purpose (such as viewing offline), you may do so.

However, downloading material contained in the Website for reproduction by you may only be done upon receipt of prior written consent from Polyaire, and upon payment of any fee required by Polyaire to be paid by you for that use.

### Your obligations

You hereby undertake the following obligations:

1. To not copy or translate for commercial use, reproduce, adapt, vary or modify any material in the Website without the express consent of Polyaire, except as expressly authorised by this licence.
2. To ensure your employees, subcontractors and other agents (if any) who have authorised access to the Website are made aware of the terms and conditions of this licence.
3. To not provide or otherwise make available any material in the Website in any form to any person other than employees, subcontractors and other agents (if any) without the written consent of Polyaire.
4. To not use the material in the Website for, or in connection with, a service bureau operation.

### Warranties

Polyaire does not warrant that the material in the Website is accurate, complete or up to date. The existence of inaccurate, incomplete or superseded material in the Website will not cause Polyaire to be in breach of the terms of this licence.

Polyaire reserves the right to change, add or remove any material in or from the Website without notice.

Polyaire does not warrant that the functions contained in the Website or third-party websites will be uninterrupted or without error, that defects will be corrected, or that electronic material in the Website and other third-party websites are free of viruses or other harmful components.

To the extent permitted by law, all implied terms are excluded. If any statute implies terms into this licence, which cannot be lawfully excluded, such terms will

apply to this licence, save that the liability of Polyaire for breach of any such implied term will be limited, at the option of Polyaire, to any one or more of the following:

1. The replacement of goods or services to which the breach relates or the supply of equivalent goods or services.
2. The repair of such goods or services.
3. The payment of the cost of replacing the goods or services or of acquiring equivalent goods or services.
4. The payment of the cost of having the goods repaired or the services performed again.

Polyaire will not be liable for any indirect or consequential losses arising out of a breach of this licence, or arising out of the supply of a defective program or incorrect materials.

When deciding to visit the Website, you acknowledge that you have exercised your independent judgment and have not relied on any representation made by Polyaire which has not been stated expressly in this licence or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Polyaire (which material may be out of date or superseded).

### Intellectual property rights

You acknowledge that the material in the Website is the subject of copyright© and that it is the subject of other intellectual property and legal rights (including third-party rights).

You must not, during or at any time after the expiry or termination of this licence, permit any act which infringes any of those rights and, without limiting the generality of the foregoing, you specifically acknowledge that you may not copy the material in the Website, except as otherwise expressly authorised by this licence.

### Indemnity

You must indemnify and keep Polyaire indemnified fully against all liabilities, damages, claims, losses, costs and expenses, which Polyaire may incur to a third-party or you as a result of your breach of the provisions of this licence.

This Website may contain hyperlinks to other websites operated by third parties. You accept that Polyaire has no control over, and is not responsible for, any material contained on any third-party websites. You may be required to comply with all requirements of any third-party over the conditions of use of that third-party's website.

Users are prohibited from placing a link to the Website without the prior written consent of Polyaire and on terms satisfactory to Polyaire.

### Disclaimer

You accept that Polyaire takes no responsibility for any error or omission relating to the material contained in the Website.

You accept that Polyaire makes no undertakings to provide access to the Website at any particular time, or for any particular length of time. You agree that Polyaire will not be held liable for any lapse in the Website's accessibility or any consequences whatsoever that flow from the unavailability of the Website.

The material provided on this Website has been compiled for reference purposes only. Before relying on any material available through this Website, you should verify the accuracy, completeness and currency of the material. Polyaire strongly encourages you to seek professional advice to ensure that the material is relevant to your individual circumstances.

The material available through this Website may include views and recommendations of third-parties, which do not necessarily reflect Polyaire's views or indicate Polyaire's commitment to a particular course of action.

The fact that Polyaire refers to a person or organisation in no way implies any form of endorsement by Polyaire of

the products or services provided by that person or organisation.

When accessing linked material through this Website, please note that you are subject to the terms and conditions relevant to the host website.

### Terms of licence

This licence commences upon your accessing the Website and is granted in perpetuity. However, the licence may be terminated without notice by Polyaire if you are in breach of any terms of this licence.

Upon termination, you or your representative must destroy any copies, electronic and printed, of material obtained from the Website that you have in your possession or under your control or otherwise return or dispose of such material in the manner directed by Polyaire.

Termination pursuant to this clause shall not affect any rights or remedies, which Polyaire may otherwise have under this licence or at law.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Polyaire as a result of this licence or use of the Website.

### Amendments to this licence

These are the current Terms and Conditions of the licence.

Polyaire may at any time vary and amend the Terms and Conditions of this licence by publishing the varied Terms and Conditions of use on the Website. You accept that by doing this, Polyaire has provided you with sufficient notice of the variation and amendment.

It is your responsibility to familiarise yourself with the current Terms and Conditions each time you visit the website.

### Waiver

Failure or neglect by Polyaire to enforce at any time any of the provisions of this licence shall not be construed or deemed to be a waiver of the rights of Polyaire under this licence.

### Jurisdiction

This licence shall be governed by and construed according to the laws of the state of South Australia, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of South Australia, Australia.

### Definitions

**Hyperlink** means any mechanism of providing a link from one location on the Internet (or a web page) to another location on the Internet (or a different web page, or a different location on the same web page), and includes any mechanism for linking to, or providing access to, files via the Internet.

**Intellectual Property** means all intellectual property rights as defined by Article 2 of the *World Intellectual Property Organisation Convention of 1967*, in any inventions, designs, trademarks, trade names, circuit layouts, plant varieties, business and domain names, logos and get-up, confidential information, matter, materials or works accessible on or via the Website.