

# CR SURFACING – WEBSITE TERMS & CONDITIONS OF USE

Date: May 2017

**C.R. SURFACING LABORATORIES PTY LTD ACN 079 160 946**  
of 3/66-74 Micro Circuit, Dandenong South Victoria 3175

## 1. Acceptance of Terms

- 1.1 Welcome to the C.R. Surfacing Laboratories Pty Ltd (“**CR Surfacing**”) website (“**Website**”). CR Surfacing provides services to you subject to the following terms and conditions of use (“**Terms of Use**”), which may be amended by us from time to time with no notice to you. When using any CR Surfacing service you are also subject to any rules or guidelines which may be posted, or emailed from time to time. All such rules or guidelines are hereby incorporated by reference into these Terms of Use. You should visit the Website regularly to ensure that you are aware of any changes to these Terms of Use.
- 1.2 Your continued use of the Website constitutes an affirmative, acknowledgment and agreement by you that you accept and agree to abide and be bound by these Terms of Use and any amendments.
- 1.3 These Terms of Use will be governed by and construed in accordance with the laws of Victoria, Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria. If any provision of this agreement is found to be invalid or unenforceable by a court of law, that clause will be severed from these Terms of Use and such invalidity or unenforceability will not affect the remainder of the Terms of Use which will continue in full force and effect.
- 1.4 For the purposes of these Terms of Use, “**Content**” means material such as text, software, images, audio and video and includes links to all such material, made available by CR Surfacing via the Website.

## 2. Accuracy of Information

- 2.1 All material on the Website is provided in good faith. It is derived from sources believed to be accurate and current as at the date of publication. Your use of the Website is at your sole risk. Access to the Website is provided on an 'as available' basis. Neither CR Surfacing, its related bodies corporate nor its or their directors or employees make any representation or warranty that:

- (a) any material on the Website will be reliable, accurate or complete (nor do they accept any responsibility arising in any way for errors in, or omissions from that material); or
  - (b) your access to the Website will be uninterrupted, timely or secure.
- 2.2 CR Surfacing will not be liable for loss resulting from any action or decision by you in reliance on the information on the Website, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

### 3. Limitation of Liability

- 3.1 CR Surfacing and its related bodies corporate attempt to be as accurate as possible in the description of products. However, CR Surfacing does not warrant that product descriptions are accurate, complete, reliable, current, or error-free.
- 3.2 The *Competition and Consumer Act 2010* (Cth) and similar state and territory legislation in Australia may confer rights and remedies on you in relation to the provision by CR Surfacing of goods or services on the web site which cannot be excluded, restricted or modified ("**Non-excludable Rights**"). CR Surfacing does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.
- 3.3 Except as provided for by the Non-excludable Rights:
- (a) all Content is provided "as is" and "as available" without warranties or guarantees of any kind, either express or implied;
  - (b) CR Surfacing and its suppliers expressly disclaim all warranties of any kind, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose,
  - (c) CR Surfacing does not warrant that:
    - (i) the functions contained in any Content or any Communications Facility (as defined in clause 8.2) or your access to the Website will be uninterrupted or error-free;
    - (ii) any defects will be corrected; or
    - (iii) the Website or the server which stores and transmits Content to you are free of any viruses, 'logic bombs', 'Trojan Horses', 'worms', corrupted data or files, malicious software or any other such harmful

components which may damage or alter computer systems or data (“**Harmful Components**”); and

- (d) CR Surfacing does not warrant or make any representation regarding your access to, or the results of your access to, the Website (including any related or linked web sites) or any Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

3.4 To the maximum extent permitted by law, under no circumstances (including, but not limited to, any act or omission on the part of CR Surfacing) will CR Surfacing or its related bodies corporate be liable for any indirect, incidental, special and/or consequential damages or loss of profits, revenue or goodwill whatsoever which result from any use or access of, or any inability to use or access, the Website or any Content. You expressly acknowledge and agree that CR Surfacing does not exert control over users of the Website (including individuals referred to on the Website as guests and experts) and is not liable either for their opinions or their behaviour, including any information and/or advice and any defamatory statements or offensive conduct.

3.5 To the maximum extent permitted by law, CR Surfacing’s liability for breach of any implied warranty or condition which cannot be excluded is limited, at the option of CR Surfacing, to the following:

- (a) in the case of services supplied or offered by CR Surfacing;
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having services supplied again; and
- (b) in the case of goods supplied or offered by CR Surfacing:
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of such goods;
  - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired.

#### 4. Indemnity

You agree to indemnify CR Surfacing and its related bodies corporate (and the officers, agents, partners and employees of each of these) against any and all loss, liability, claim or demand arising out of or in connection with your intentional, wilful, malicious or negligent misuse of the Website.

#### 5. Copyright

5.1 This Website contains Content which is protected by copyright, trademark and other laws. Except where expressly permitted by these Terms of Use and excluding the temporary copy held in your computer's cache memory, the Content on this Website may **not** be used, copied, reproduced, displayed, published, stored in a retrieval system, altered, transmitted in any form or by any means, in whole or in part (except where such use constitutes 'fair dealing' under the *Copyright Act 1968* (Cth), for any purpose whatsoever (including, but not limited to, personal or non-commercial use), without the prior written consent of CR Surfacing or the appropriate supplier or licensor of CR Surfacing. In particular, you may not use any part of the Content on this Website to establish, maintain or provide, or assist in establishing or maintaining or providing your own publications, website or other means of distribution without the prior written consent of CR Surfacing or the appropriate supplier or licensor of CR Surfacing.

5.2 Any use of the Content on this Website pursuant to these Terms of Use must contain an acknowledgement that CR Surfacing or the appropriate supplier or licensor of CR Surfacing is the legal owner of the Content.

5.3 All software used on this Website is the property of CR Surfacing or its software suppliers and is protected by Australian and international copyright laws.

#### 6. Names and Logos

6.1 The CR Surfacing name and logo and the names and logos of CR Surfacing products ("**Names & Logos**") form a part of the established corporate brand and image of CR Surfacing and its related bodies corporate, which CR Surfacing considers to be a significant proprietary asset. Unless the prior written consent of CR Surfacing is obtained, you agree to not use any of the Names & Logos in any way including, but not limited to:

- (a) in, or as the whole or part of your own trademarks;
- (b) in connection with activities, products or services which are not CR Surfacing's activities, products or services;

- (c) in a manner which may be confusing, misleading or deceptive; or
- (d) in a manner that disparages CR Surfacing or the information, products or services of CR Surfacing (including this Website); or

otherwise hold yourself out as being associated with, related to or connected with CR Surfacing or its business.

6.2 Other product and company names or logos mentioned or displayed on this Website from time to time may be the trademarks of other people or entities. Nothing displayed on this Website should be construed as granting any licence or right of use of any trademark displayed on this Website, without the express written permission of the relevant owner.

6.3 Any use of the Names & Logos or the names and logos of other people or entities pursuant to these Terms of Use must contain an acknowledgement that CR Surfacing or the other person or entity is the legal owner of such names and logos.

## **7. Registration**

7.1 In consideration of your use of the Website, you agree to:

- (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form (such information being the "**Registration Data**"); and
- (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

7.2 You must provide your real name and email address when providing Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if CR Surfacing has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CR Surfacing has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

7.3 If you use the Website, you are responsible for maintaining the confidentiality of your Registration Data and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

## **8. Electronic Communications and Your Conduct**

8.1 When you visit the Website or send an email to us, you are communicating with us electronically. You also consent to receive communications from us electronically.

We will communicate with you by email or by posting notices on this Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

- 8.2 The Website may contain electronic bulletin boards, chat rooms and other communication facilities which provide for feedback by users to CR Surfacing, real-time interaction between users (including individuals referred to as guests and experts) and other electronic messaging and notice services ("**Communication Facilities**").
- 8.3 It is a condition of your use of any Communication Facility and your access to the Website that you do not do any of the following:
- (a) restrict or inhibit any other user from using or enjoying any Communication Facility;
  - (b) post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law;
  - (c) post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
  - (d) post or transmit any material of any kind which contains Harmful Components;
  - (e) post, transmit or in any way exploit any material of any kind for commercial purposes or which contains any promotional material or advertising;
  - (f) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; or
  - (g) download any file posted by any other user of a Communication Facility if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner.

8.4 CR Surfacing may from time to time monitor or review any Contributions (as defined in clause 9.1) posted in its Communication Facilities. While CR Surfacing reserves its right to edit, refuse to post or to remove any information and/or materials (in whole or in part) that in CR Surfacing's sole discretion is in any way objectionable or in violation of any applicable law or the Terms of Use, CR Surfacing has no obligation whatsoever to monitor any Communication Facility or to edit, delete or refuse to post such Contributions, nor is CR Surfacing responsible for such Contributions being posted in any Communication Facilities (including any information, comments and/or advice of any individual referred to as guest or expert whose statements on the Website are solely their own). You expressly acknowledge and agree that the Communication Facilities provide a means of public and not private communications.

8.5 CR Surfacing reserves the right to cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any materials which violate any applicable or relevant law.

## **9. Contributions**

9.1 CR Surfacing may permit you to make share, publish, post, store or upload information including data, text, video, still images, audio or other material on the Website ("**Contributions**"). You retain sole responsibility for and accept all liability for all Contributions you make to the Website and CR Surfacing disclaims any and all liability in connection with Contributions. CR Surfacing assumes no responsibility for monitoring any Contributions, and does not endorse any Contributions. CR Surfacing is under no obligation to treat your Contribution as confidential.

9.2 CR Surfacing may at any time, without liability to you, remove, alter or disable access to any or all of your Contributions in its sole discretion and without prior notice to you.

## **10. Grant of Licence to CR Surfacing**

10.1 By placing any Contributions, information or other material on the Website (including posting messages, uploading files, inputting data or engaging in any other form of communication), you grant to CR Surfacing and its related bodies corporate a perpetual, royalty-free, non-exclusive, irrevocable, unrestricted, worldwide licence to do the following in respect of the Contributions, information or material:

- (a) use, copy, sublicense, redistribute, adapt, transmit, publish and/or broadcast, publicly perform or display; and
- (b) sublicense to any third parties the unrestricted right to exercise any of the foregoing rights granted.

10.2 The foregoing grant includes the right to exploit all proprietary rights in any such information or other material, including but not limited to rights under copyright, trademark, service mark or patent laws under any jurisdiction worldwide. You expressly waive in favour of CR Surfacing and any other party authorised by CR Surfacing all moral rights and any similar rights in any jurisdiction which you may have or hereafter acquire in respect of any relevant communication or other material. At the request and expense of CR Surfacing, you will execute and deliver to CR Surfacing such instruments and take such other actions as may be required to carry out this grant of licence and waiver.

## **11. Security**

At CR Surfacing, we take your online security very seriously. As such, we have prepared the following guidelines and information to help you enjoy trouble free browsing when visiting our web site or interacting with us:

- (a) CR Surfacing will never ask you to provide personal information like your bank details, credit card details, your address, driving licence or passport numbers via email; and
- (b) If you're making an online purchase from CR Surfacing and are required to provide us with your bank or credit card details, this will be carried out within a secure browser window. Check that a locked padlock symbol appears at the foot or top of the browser in which you are entering your details. The URL should also change, to start with 'https://...' instead of 'http://...'

Please report any suspicious activity to CR Surfacing immediately.

## **12. Third party links and advertising**

12.1 Hyperlinks and pointers to websites operated by third parties will appear on the Website from time to time. These websites do not form part of the Website and are not under the control of CR Surfacing or its related bodies corporate and neither CR Surfacing nor its related bodies corporate have any responsibility for the contents of any such hyperlink or linked website. If you link to any such websites, you leave the Website and do so entirely at your own risk.

12.2 The Website may display third party advertisements, which may or may not contain hyperlinks or referral buttons to websites operated by third parties. The display of such advertising does not in any way imply a recommendation or endorsement by CR Surfacing or its related bodies corporate of the relevant advertiser, its products or services or any such linked website.

12.3 If you contact a third party using functionality provided on the Website, including via email, CR Surfacing accepts no responsibility for any actions taken by that third party in response to your communication or for any transactions entered into between you and the relevant third party.

### **13. Errors and Omissions**

CR Surfacing endeavours to maintain the accuracy of all of its product images, product descriptions, stock availability and prices shown on the Website. However, CR Surfacing reserves the right to cancel an order and/or reverse a payment if an order has been placed based on erroneous information.