

Website Terms and Conditions

Please read the Terms and Conditions of this website carefully as any use of the website by you constitutes acceptance of the Terms and Conditions set out below. Throughout this site, the terms “we”, “us”, “our” and “BevChain” refer to BevChain Pty Ltd and any of its subsidiaries.

Website Privacy Policy and Security

Any personal information or material sent to BevChain websites are subject to the BevChain Privacy Policy. The BevChain Privacy Policy forms a part of these Terms and Conditions.

Information sent by you to us through this website is not encrypted. You acknowledge that we do not guarantee the security of the content of any such information, and it is entirely your responsibility to satisfy yourself as to whether our security measures are sufficient for your requirements.

Accuracy, Completeness and Timeliness of Information

We are not responsible if the information that we make available on this website is not accurate or complete. Any reliance upon the material on this website shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and the information contained on this website.

Transmission

Any non-personal communication or material you transmit to this website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, or will be treated as, non-confidential and non-proprietary. Anything you transmit or post becomes the property of BevChain and may be used for any purpose, including but not limited to, reproduction, disclosure, BevChain, publication, broadcast and posting without further reference or payment to you. Furthermore, BevChain is free to use for any purposes whatsoever (including but not limited to the developing, manufacturing, advertising and marketing of products) any ideas, artwork, inventions, developments, suggestions or concepts contained in any communication you send to this website. Any such use is without reference or compensation to you. By submitting information, you are also warranting that you own the material/content submitted, that it is not defamatory and that BevChain’s use will not violate any third party’s rights. BevChain is under no obligation to use the information submitted.

Intellectual Property Rights

Unless otherwise indicated, all copyright and other intellectual property rights in all information, data, text, graphics, images, logos, trade marks and other materials on this website are the property of BevChain or are included with the permission of the relevant owner. Except as expressly prohibited in relation to particular content, you are permitted to browse this website, reproduce extracts by way of printing, downloading to a hard disk or for the purposes of distribution to other individuals. This is only to be done on the proviso that you keep intact all copyright and other proprietary notices. No reproduction of any part of this website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website.

You must not use any trade marks or logos which appear or are used on this website, nor do anything to prejudice the rights of the owner or licensee of such trade marks or logos. Nothing contained on this website should be construed as granting any licence or right to use any trade mark displayed on this website. Your use/misuse of the trade marks displayed on this website, or on any other content on this website, except as provided for in these Terms and Conditions, is strictly prohibited. BevChain reserves all its rights to enforce its intellectual property rights to the fullest extent of the law.

Links to Other Websites

Links on the BevChain websites may take you outside the BevChain network to third party websites and BevChain makes no representations and accepts no responsibility for the content, accuracy or function of these other websites. The inclusion of any link to other websites does not imply endorsement by BevChain. We highly recommend that you make yourself aware of and carefully read the legal and privacy notices of all other websites that you visit.

You must not create a link to any part of this website, unless expressly permitted on this website, other than solely for your own personal/domestic, informational or non-commercial purposes, without our prior written consent.

If this website contains third party advertisements (such as banner ads or referral buttons) which contain embedded links to other sites where goods or services are advertised, the placement of such advertisements on this website does not constitute the recommendation or endorsement by us or any goods or services advertised by the third party. The third party advertiser is solely responsible to you for any representations or offers made by it, and for any goods or services which you agree to purchase or acquire from those third parties.

Warranties and Disclaimers

Your use of this website is exclusively at your own risk.

This website is provided to you on an “As Is” and “As Available” basis and, consequently, to the maximum extent permitted by law, BevChain gives no warranties of any kind, whether express, implied, statutory or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) including warranties or representations that material on this website will be complete, accurate, reliable, timely, non-infringing to third parties; that access to this website will be un-interrupted or error-free; that this website will be secure; that any advice or opinion obtained from BevChain through this website is accurate or to be relied upon and any representations or warranties thereto are expressly disclaimed.

Liability

To the extent permitted by law, we, including any of our subsidiary companies and each of our respective officers, employees, agents, contractors, or agents, will not be liable or accept any responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses, claims, expenses or liabilities whatsoever arising out of or relating to your access to, use, inability to use, change in content of this website or arising from any other website you access through a link from this website or from any actions we

take or fail to take as a result of any electronic correspondence or messages you send us, or your reliance upon information contained upon this website.

To the extent permitted by law, BevChain does not accept any responsibility to maintain the material and services made available on this web site or to supply any corrections, updates, or releases in connection therewith. Any material on this website is subject to change without notice.

Further, BevChain shall have no liability or any responsibility whatsoever for any loss suffered caused (whether negligently or otherwise) by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from this website. If you choose to download material from this website you do so at your own risk.

Certain legislation may imply warranties, terms or conditions which cannot be excluded, restricted or modified. If those statutory provisions apply, to the extent to which BevChain is entitled to do so, its liability will be limited at its option to (a) in the case of services, the lowest of the cost of supplying the services again and having the services supplied; and (b) in the case of goods, the lowest of the cost of replacing the goods, obtaining equivalent goods or having the goods repaired.

Prohibited Activity

You are prohibited from doing any act that BevChain, in its reasonable discretion, may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws, ordinances, rules, regulations, codes and codes of all regulatory bodies applicable to this website including but not limited to:

- Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent) or any other of the legal rights of individuals;
- Using this website to defame or libel BevChain, its employees or other individuals or acting in such a way that brings into disrepute the good name of BevChain;
- Uploading files that contain viruses that may cause damage to the property of BevChain or the property of other individuals.

You and BevChain agree that any controversy or claim arising from or pertaining to the use of this website shall be governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales.

Cookies

Cookies are data files stored on your computer after you access certain websites. Cookies are primarily used to identify visitors when they return to a site, so that certain information already provided by the visitor to a site is not required to be provided again. Cookies are also used to gather data on which areas of a site are visited frequently and which are not. Keeping data on which areas of a site are most popular allows a site operator to better plan and enhance the site. Cookies are useful, and are used by us in this manner. We acknowledge that some users may wish to disable cookies. This can be done by changing your web browser settings. To find out more about cookies, visit an appropriate web site, such as Cookie Central.

IP Address

BevChain's web servers (and our feedback forms on the web) gather your IP address to help diagnose problems with our service, to administer our website, and to gather broad user information (for example, which areas of our website are visited most frequently). Such user information is gathered in aggregate only and cannot be traced to an individual user.

Termination

We reserve the right to restrict or terminate your access to this website or any feature of this website or any feature or part thereof at any time. Any indemnities given by you and limitations on our liability will survive such termination. Any termination of your right to use or access any part of this website will not affect any rights which have accrued to or have been accrued by either you or us prior to termination.

Legal Notice Update

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

If any provision of these Terms and Conditions is held void, unenforceable or illegal, that provision will be severed, and the rest of these Terms and Conditions will have full force and effect.

Contacting Us

If you have any questions or queries in relation to this website or these Terms and Conditions, please contact us (our contact details are set out on our Contact Us page).