

Conditions of Use

General

The Embertec Website is a service provided by Embertec Pty Ltd for the following purposes:

- a) informing its Customers about its products and services,
- b) enabling Customers to provide information to Embertec, and
- c) providing information and commercial services to Licensed Partners.

By accessing or otherwise using the Embertec Website you agree to be bound by these conditions of use and you acknowledge that Embertec provides the Embertec Website to you on these conditions of use. Embertec is entitled at its sole discretion to change, modify, amend, add or remove any part of these conditions of use and to change, amend or delete any features of the Embertec Website at any time without notice. Your continued use of the Embertec Website after this time constitutes an agreement by you to abide by and be bound by these conditions of use, as so amended.

Intellectual Property Protection

Embertec owns all intellectual property in the Embertec Website, unless indicated otherwise. Subject to these conditions of use, Embertec grants to you a non-exclusive and non-transferable limited licence to do the following:

- View and download information directly accessible through the Embertec Website.
- Use information directly accessible through the Embertec Website.

You agree that, subject to your use of the Embertec Website in accordance with the limited licence granted to you, you will not infringe Embertec's intellectual property in the Embertec Website and will not modify, copy, republish, frame, distribute or communicate any part of the Embertec Website or any information contained therein or otherwise use them in a way which will infringe Embertec's intellectual property or other property rights.

Disclaimer

Except as provided by law, the Embertec Website is provided "as is" and without any warranty or condition, express or implied. Embertec does not warrant that the information contained in or accessible through the Embertec Website is accurate, suitable for your purposes or without errors, omissions or viruses nor does Embertec guarantee continuous, uninterrupted or secure access to the Embertec Website. You acknowledge that access and use of the Embertec Website (including the software operating in connection with the Embertec Website) may be interfered with by numerous factors outside of Embertec's control. Embertec does not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Embertec Website. Subject to the provisions of the Trade Practices Act 1974, Embertec makes no representations or warranties in respect of the information and materials available on the Embertec Website or the means of accessing that information and material (including the software operating in connection with the Embertec Website). Embertec makes no warranty or representation and accepts no responsibility for any websites operated or controlled by entities other than Embertec which are or may become linked or framed to or from the Embertec Website.

Use of Information

If you upload or otherwise provide any information or content ('Content') in the course of accessing or using the Embertec Website, you agree that such Content will be available to

Embertec to use in any manner it thinks fit, subject to applicable provisions of any legislation including (without limitation) privacy legislation. You agree that you will not upload or otherwise provide any Content: which:

- is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, harmful, hateful, abusive, tortious, vulgar, obscene, invasive of another's privacy, sexist, racist, homophobic, violent, degrading; or
- infringes the intellectual or other proprietary interests of third parties; or
- impersonates another person or entity, attempts to solicit personal information from another user, contains sexually explicit language or images, advertises or promotes the sale of products or services such as firearms, tobacco or alcohol, adult products and services and any other products or services Embertec considers to be inappropriate; or
- contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Embertec Website or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Embertec Website or otherwise breaches or encourages other users to breach these terms of use; or
- violates any law, statute or regulation; or
- forges information to disguise the origin of any Content; and
- encourages or incites any other Customer to engage in any of the above behaviour.

You agree to grant Embertec a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright you have in any Content, in all media now known or not currently known. You also agree to waive any moral rights or similar rights you may have or may acquire in the future in that Content in our favour.

Limitation of Liability

You agree that Embertec is not liable to you or anyone else for any loss or damages (including direct, indirect, special or consequential loss) arising out of or in connection with the use of the Embertec Website, the use by Embertec of information provided by you to Embertec through the Embertec Website or any such loss or damage which may arise should you be unable to access the Embertec Website, for whatever reason and however arising, including negligence.

To the extent that Embertec is able to limit the remedies available under these conditions of use, Embertec expressly limits its liability for breach of a condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at Embertec's sole discretion):

- in the case of goods, any one or more of the following:
- the replacement of the goods or supply of equivalent goods;
- the repair of the goods;
- the payment of the costs of replacing the goods or of acquiring equivalent goods; or
- the payment of the costs of having the goods repaired; and
- in the case of services:
- supply of the services again; or
- the payment of the cost of having the services supplied again.

You indemnify Embertec against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us, arising from, or which is directly or indirectly, related to:

- your breach or non-observance of any term of these conditions of use; or
- any breach or inaccuracy in any of your representations or warranties.

Breach and termination

If you breach any provision of these terms of use Embertec may immediately issue a warning, temporarily suspend or permanently prevent your access to all or certain parts of the Embertec Website. In any event, Embertec may terminate these terms of use (and your right to use the Embertec Website) at any time and for any reason without prior notice to you.

Choice of Law and Use of Embertec Website

These conditions of use, and the agreement of which they form part, is to be governed by the laws of the State of New South Wales, Australia.

No agency

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and Embertec by these terms of use.

Defined Terms

Customer: means existing or potential customers of Embertec or persons accessing or otherwise using the Embertec Website for domestic or commercial purposes, other than Licensed Partners.

Embertec: means Embertec Pty Ltd

Embertec Website: means the website accessible through the following address www.embertec.com.

Licensed Partner: means any licensed partner to whom Embertec grants access to the Licensed Partner section of the Embertec Website and includes officers, agents and employees of the licensed partner.

you: means Licensed Partners or Customers of Embertec as the case may be.