

# Website Terms of Use – BD Water

[last updated 5 January 2021]

## Our contact information

|          |   |
|----------|---|
| Name:    | BD Water Pty Ltd ABN 86 642 510 334                   |
| Address: | Level 2, 11 Mounts Bay Road, Perth WA 6000, Australia |
| Email:   | contact@bdwater.com.au                                |
| Website: | www.bdwater.com.au                                    |

When we talk about:

- ‘us’ or ‘our’, we mean our company as identified above
- ‘you’, ‘user’ or ‘your’, we mean you, the user of, or visitor to, our website
- ‘website’, we mean [www.bdwater.com.au](http://www.bdwater.com.au)

By using this website, you are agreeing to be automatically bound by these terms and conditions, including our privacy policy and any other legal disclaimers, terms or notices displayed on our website. We encourage you to carefully read and understand these terms before using the website or any of our services. If you don't agree, your remedy is to stop using our website.

If you link to or use our water trading platform or application ('platform'), that platform has its own terms of use, disclaimers and legal notices. Users of that platform who register an account will also be bound by user service terms.

We may update our terms from time to time and the new provisions will apply from the date they are updated. We have included a 'last updated' date at the top of these terms of use to help you keep track of any changes.

## Feedback, comments or complaints

If you have any questions, please contact using our contact information above and we will usually respond to all enquiries within two business days.

## No unlawful or prohibited use

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful, prohibited by these terms of use or in a manner that is damaging to our business or business reputation. You may not use this website in any manner which could damage, disable, overburden, or impair this website or our related services or that interferes with any other party's use and enjoyment of this website. You agree not to hack into areas of this website that are not intentionally made available to you.

You expressly agree not to:

- use the website as a lead generation tool for the benefit of your own business, or to manufacture "lists" in order to help your own business
- engage in any internal or external spamming, or other similar actions
- engage in any unlawful or immoral acts, or acts which are in violation of these terms and conditions
- decompile, reverse engineer, or try to copy or imitate this website or any underlying content

## Links disclaimer

This website may contain links to other websites ('linked sites'). Unless otherwise indicated, the linked sites are not under our control and we are not responsible for the contents of a linked site or any form of transmission received from any linked site. Links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the website, or any association with its operators.

**Promoted Services - disclaimer**

If we promote third party products or services via our website it may be because they have provided sponsorship, donations or supported us in some way. You must exercise your own judgment based upon your own personal circumstances before purchasing third party products or services.

**Copyright, trademarks and other intellectual property**

We own, or have the right to use or display, the intellectual property rights in the contents of this website. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements or other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us.

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Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to use our website content or our intellectual property.

**Your content**

You warrant that you hold the necessary rights and interests to use any material you add to our website or social media pages (your content) and that none of your content infringes any third party privacy, confidentiality or intellectual property rights, including copyright and trade mark rights.

By submitting your content to our website you irrevocably grant to us a perpetual, world-wide, non-exclusive, royalty-free, sub-licensable and transferable license and right to use your content for our business purposes or providing services to you, now or in the future. We will not use your content for any other purpose. You indemnify us against any claims made for breach of privacy, confidentiality or intellectual property rights in respect of your content.

At our sole discretion we may remove or disable your content if we believe your content to be in violation of our terms of use. We are not obligated to return any of your content to you under any circumstances.

**Copyright infringement**

If believe that there is material on our website that infringes third party intellectual property rights, please contact us using our details above with sufficient information to enable us to determine who is the owner of the intellectual property and to determine if there has been an infringement. If we form the reasonable belief that there has been an infringement, then we will remove it from our website.

Be aware that you may be subject to liability if you knowingly make any misrepresentations when providing information to us.

**Security**

We make commercially reasonable efforts to maintain the security of our website. However, we do not guarantee the security of the website, our records, or your content. We disclaim all liability for any computer virus or technological problems that we do not intentionally cause or that are beyond our control. You are encouraged to install and maintain up-to-date security software on your computer.

Continuous accessibility to the website is dependent upon operational and third party services. The website may be inaccessible from time to time.

**Limitation of liability**

We will not be liable to you or any other person or entity for any damages whatsoever arising from your use of this website in any way, subject to the requirements of applicable consumer law.

Where warranties are implied by law, you acknowledge and agree that our total aggregate liability is limited, at our discretion, to either the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.

This limitation of liability applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of this website or the services found on this website.

**Indemnity**

You agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- any content you post via this website
- your unauthorised use of this website, or products or services included or advertised on this website
- your breach of these terms of use

**Applicable law**

This agreement is governed by the laws of Western Australia and you consent to the exclusive jurisdiction and venue of courts of that place, in all disputes arising out of or relating to the use of this website.

You may provide notice to us through the 'contact us' page on our website (if available) or otherwise by using our contact details above and sending the notice by email or mail addressed to 'the Directors'. We may provide notice to you via email or other electronic means.

Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorized, it is your responsibility to stop using this website.

**Relationship**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of this website.

Our performance of this agreement is subject to existing laws and legal process. Nothing contained in this agreement can be used to inhibit our right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website, or with regard to information provided to or gathered by us with respect to your use.

**Validity**

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

These terms and conditions, together with our privacy policy and any other legal notices or disclaimers displayed on our website, form the entire agreement between you and us in respect of your use of this website.

End.