

Sturdie Trade Services - Terms of Use

You must read these Terms of Use carefully before using www.sturdie.com.au.

The Sturdie website is operated by Sturdie Trade Service P/L your access to and use of the Sturdie website is conditional on your acceptance of and compliance with these Terms of Use. These Terms of Use apply to all users and others who access or use the Sturdie website.

By accessing or using the Sturdie website, including accessing any services on the website, you agree to be bound by these Terms of Use as amended from time to time. If you do not agree to these Terms of Use, do not use the Sturdie website.

Access to website

You agree that to use our service you will supply your own personal/company "internet and data ready" device that is capable of accessing our website with an appropriate web browsing application.

It is your responsibility to maintain your own device and subscribe to whatever mobile data plan you may need to use our service at your cost. You also agree to have a specific email address that is set up and accessible from the same device that is associated with your user account.

It is recommended to use at least a tablet device or larger. Mobile phones may not be able to access the service sufficiently and the service may be terminated if any user device causes errors or omissions until you have resolved the problems or if we believe the device is not capable.

Provision of information

It is your responsibility to use our service carefully and correctly. You acknowledge and agree that we may rely on information submitted by you on or through the Sturdie website. You agree to indemnify us and keep us indemnified against any loss we may suffer (either directly or indirectly) arising from or in connection with our reliance on information submitted by you, whether or not that information is correct.

The forms and documents on or accessible through the Sturdie website are legally binding in some cases and may be used to resolve monetary or legal disputes arising from error or omission by you.

You warrant that any information submitted by you on or through the Sturdie website is true and correct. You must notify us immediately if you are or become aware that any information submitted by you contains errors or omissions.

Intellectual property

The copyright to all content on the Sturdie website, except for material posted via embedded third party websites and links to other websites, belongs to us or we hold rights to use such contents ("the Content").

Your access to the Sturdie website does not grant you a licence to use any of the Content in any commercial manner without our prior consent. Except for the Content that is stored in your computer or device's cache or a single permanent copy of the Content for your personal use, you must not

modify, copy, transmit, distribute, display, reproduce, publish or license any of the Content, use or attempt to use any of the Content to create any website or publication, mirror any page within the website, or use any automated process of any sort to query, access or copy any of the Content or generate or compile any document or database based on the Content.

You must not use any trade marks that appear on the Sturdie website without the prior written permission of the trade mark owner.

The Sturdie website may contain hyperlinks to other websites and services. These links are provided for information and convenience only, and we take no responsibility for the content and maintenance of, or privacy compliance by, any linked website or service. We do not permit the linking of this website by you (or on your behalf) without our prior consent.

Cookies

We may use standard technology called 'cookies' on the Sturdie website. Cookies are small data files that are stored on your computer when you visit a particular website, which allow your web browser to remember certain information.

By using the Sturdie website, you agree to our use of cookies and the website may issue cookies when you visit the website. You may disable cookies by turning them off in your browser, however some functions of the Sturdie website may not be available to you if you do this.

Email communication

We may correspond with you by email. As you are aware, email is not secure and may be read, copied or interfered with in transit or impaired. You agree to assume the risks associated with transmission and to release us from any claim you may have arising from transmission defects.

If you have provided your email address to us, we may contact you by email from time to time regarding our services or to provide you with a copy of an e-newsletter. If you do not wish to receive these emails from us, please choose the unsubscribe link in the email (if applicable) or contact us by email.

Personal information

This part applies to all 'personal information' we hold. 'Personal information' is information, or an opinion, about an individual, whose identity is apparent, or can be reasonably ascertained, from that information or opinion. This part also applies to personal information that we have obtained from third parties.

We will collect personal information in order to provide services or respond to enquiries. We will not provide personal information to any third parties except to the extent such disclosure is, in our opinion, reasonably necessary to provide services or respond to an enquiry. Where personal information is disclosed to third parties, they will only be authorised to use personal information for the purpose it was supplied to them for. If those third parties are located overseas, then personal information may be transferred overseas.

We reserve the right to disclose any personal information as required by law or when disclosure is reasonably necessary to protect our rights.

Your personal information will be destroyed appropriately when no longer required. To the extent that your personal information is held by us, we will provide you with access to your personal information records if you request access. However, if there are exemptions from providing the personal information in the *Privacy Act 1988* (Cth), then we may need to deny you access to some or all of the personal information. To gain access to your personal information records, please contact us by email.

Privacy undertaking

You undertake and agree to keep private all information you submit or access via the Sturdie website. Any unauthorised sharing of this information, except with our prior consent, may render you liable for legal or disciplinary action.

General

We reserve the right to amend these Terms of Use at any time. Your use of the Sturdie website following any amendment will represent your agreement to be bound by these Terms of Use as amended.

If any of these Terms of Use are determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such term will be severed and the remaining terms will survive and remain in full force and effect and continue to be binding and enforceable.

Our rights and remedies under these Terms of Use cannot be waived except in writing signed by us. Our delay in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does our waiver (either wholly or in part) of a right operate as a subsequent waiver of the same right or of any of our other rights.

These Terms of Use are governed by and construed in accordance with the laws of South Australia and the Commonwealth of Australia (as the context requires or permits), and each party must submit to the non-exclusive jurisdiction of the courts of South Australia and the Commonwealth of Australia.

The Built Services Group may terminate or suspend access to the Sturdie Built website or any user account immediately, without prior notice, for any reason whatsoever, including without limitation if you breach these Terms of Use.

Any dispute that arises out of these Terms of Use or your use of the Sturdie website must first be referred to us for resolution by providing details of the dispute together with your name and phone number by email to us. We will do our best to resolve this dispute by discussion with you within 20 business days of being notified.

Terms of Use last updated: June 2020.