

# Terms

## **Terms for Tree Crop Technology Pty Ltd, The Pump House & csgwatermanagement Internet World Wide Web Sites**

Tree Crop Technology Pty Ltd and The Pump House, their subsidiaries and affiliates (csgwatermanagement) require all visitors to our website(s) (site) to adhere to the following terms.

By accessing the site, you acknowledge and accept these terms and agree to comply with all applicable laws and regulations. If you don't agree to these terms, don't use this site. We may revise these terms at any time without notice to you. If you have questions about these terms, email us on [cath.neill@treecroptech.com.au](mailto:cath.neill@treecroptech.com.au)

### **Laws & Regulations**

User access to and use of the site is subject to all applicable federal, state and local laws and regulations.

### **Copyright/Trademarks**

The trademarks, logos and service marks (marks) displayed on the site belong to csgwatermanagement and other parties. Users must not use any marks for any purpose including, but not limited to use as meta tags on other pages or websites without the written permission of csgwatermanagement or such third party which owns the marks.

All information and content, including any software programs available on or through the site (content), is protected by copyright. Users must not modify, copy, distribute, transmit, display, publish, sell, license, create derivative works or using any content available on or through the site for commercial or public purposes.

### **No Warranties**

All site content is provided 'as is' without warranty of any kind either express or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy.

csgwatermanagement does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made through the site by any party other than csgwatermanagement.

Other than as required under applicable consumer protection law, under no circumstance will csgwatermanagement be liable for any loss or damage caused by a user's reliance on information obtained through the site.

It is the user's responsibility to evaluate the accuracy, completeness or usefulness of any opinion, advice or other content available through the site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific opinion, advice or other content.

### **Limitation of Liability**

csgwatermanagement disclaims any liability (whether based in contract, tort, strict liability or otherwise) for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the site (even if csgwatermanagement has been advised of the possibility of such damages) including liability associated with any viruses which may infect a user's computer equipment.

### **Confidentiality of User Communications**

Except as required by law and in accordance with the csgwatermanagement Internet Privacy Statement, csgwatermanagement will maintain confidentiality of all user communications which contain personal user information and which are transmitted directly to csgwatermanagement.

Postings by a user on any message board or in any chat room will not be protected as confidential and csgwatermanagement may use and provide information contained in any such postings (including any ideas, concepts, know-how or other intellectual property) to any of its parent company, subsidiaries and affiliates for any purpose and as deemed appropriate by csgwatermanagement.

### **Linked Internet sites**

csgwatermanagement prohibits caching, unauthorised hypertext links to the site and the framing of any content available through the site. csgwatermanagement reserves the right to disable unauthorised links or frames and disclaims responsibility for the content available on any other internet sites linked to the site. Access to any other internet sites linked to the site is at the user's risk.

### **Postings**

#### **[For use in connection with message boards or chat rooms on the site.]**

csgwatermanagement is under no obligation to review messages, information or content (postings) posted on the site by users and assumes no responsibility or liability relating to such postings. csgwatermanagement may monitor postings on the site and may decline to accept and/or remove postings that contain:

- Unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law.
- Advertisements or solicitations. This is not applicable for sites with message boards containing classified advertisements.
- Messages posted by users impersonating others.
- Personal information such phone numbers, social security numbers, account numbers, addresses, or employer references.
- Messages by non-spokesperson employees of csgwatermanagement purporting to speak on behalf of csgwatermanagement.
- Messages offering unauthorised downloads of copyrighted or private information.
- Multiple messages placed in folders by the same user restating the same point.
- Chain letters.

### **Transmission of Personal Data**

**[For use in connection with sites through which proprietary customer account data may be transmitted.]**

The user acknowledges and agrees that by providing csgwatermanagement with personal or proprietary user information through the site, the user consents to the transmission of such personal or proprietary user information over international borders as necessary for processing in accordance with csgwatermanagement's standard business practices.

### **Changes**

csgwatermanagement reserves the right to revise these terms at any time and users are deemed to be apprised of and bound by any changes.

### **Violation**

csgwatermanagement reserves the right to seek all remedies available at law and in equity for violations of these terms, including the right to block access from a particular internet address to the site.

### **Access to Password Protected & Secure Areas**

Access to and use of password protected and/or secure areas of the site is restricted to authorised users only. Unauthorised individuals attempting to access these areas of the site may be prosecuted.

### **Jurisdiction/Governing Law**

Users of this site agree to submit to the laws of Queensland, Australia.

This site is published in Australia for Australian citizens and permanent residents, and relates only to Tree Crop Technology Pty Ltd, The Pump House and its affiliates.

## **Privacy**

Tree Crop Technologies Pty Ltd and The Pump House (csgwatermanagement) may collect your personal details when you contact us through this website. These details are only used to answer your query or give you information about csgwatermanagement which we believe is relevant to you.

Your personal information will not be distributed to any other party, other than as required by Australian Law. In all other respects, csgwatermanagement complies with the requirements of Australian Privacy Legislation.