

Terms of Use

1. Terms of use

These are the terms and conditions (**Terms**) which govern your use of the website www.stewardshipexcellence.com.au (the **Website**), including your use of any content available through or published on the Website (**Content**). Please take the time to read these Terms together with our [Privacy Policy](#).

'**We**', '**us**' and '**our**' refers to Product Stewardship Centre of Excellence Limited ACN 669 035 652 (**CoE**) and our associated businesses.

'**You**' or '**your**' means a user of our Website including, in the case of any minor, the minor's parent or legal guardian.

2. Acceptance

By using the Website you confirm that you accept these Terms and agree to comply with them. If you do not agree to the Terms, you must not use our Website.

We may review and update these Terms from time to time by updating and posting them on the Website. Your continued use of the Website is governed by our most recent Terms.

3. How to contact us

If you have any questions about these Terms, you can contact us by email to info@stewardshipexcellence.com.au or via one of the options described on the '[Contact Us](#)' page of the Website.

4. Availability of our Website

We do not guarantee that our Website or any Content will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

5. Who may use our Website

Our Website is directed to persons residing in and using our Website within Australia. If you access our Website from outside Australia, you do so at your risk and you are responsible for compliance with applicable local laws.

6. How you may use the Website and Content

All copyright and other intellectual property rights in the Website and Content, including trade marks, names, logos, sounds, images, graphics, text, software, interfaces, source code, website layout and copyright works, is owned or licensed by us and protected by the laws of Australia and other countries.

You may view the Website and Content and may print one copy and download extracts of any page from our Website for your own personal use. If we provide social media features, such as the ability to share content, you may take such actions as are enabled by those features.

You must not otherwise reproduce, transmit, communicate, adapt, distribute, sell, modify or publish or otherwise use any of the Content except as permitted by law or with our prior written consent.

You must not use the Website or any Content for any commercial use without our prior written consent.

7. **Linking to our Website**

You may create a link to pages of our Website. However you must not:

- 7.1 display any page of the Website in any distorted or altered form;
- 7.2 create a link to the Website on any site unless that site conforms to accepted standards of public decency and does not disparage us or our goods or services; or
- 7.3 create a link to the Website on any site that exposes us to any risk of liability under any criminal or civil law (including liability arising from the infringement of a third party's rights).

We reserve the right to withdraw linking permission by giving notice to you or by updating these Terms.

You agree to indemnify us, and keep us indemnified, against all actions, claims, costs, demands, damages or liability arising in any manner from any link that you create.

8. **Links to third party sites**

Our Website may contain links to third party sites. The links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us of the sites or the information, products or services provided at those sites. You access those sites and use the information, products and services made available at those sites solely at your own risk.

9. **Disclaimer**

Our Website is provided on an 'as is' and 'as available' basis, and we make no representations or warranties, express or implied, regarding the operation or availability of our Website. The Content is provided for general information only. It is not intended to amount to advice on which you should rely.

To the maximum extent permitted by law, CoE, its affiliates and partners disclaim all warranties and conditions of any kind regarding our Website and Content, whether express or implied, unless expressly set out in these Terms.

We do not make any warranty or representation as to the accuracy, completeness, currency or reliability of the Content. Although we use reasonable care and skill in providing the Website, we cannot promise that the Website will be continuously available or free from computer viruses or errors.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that it is accurate, complete or up-to-date.

10. Limitation of liability

In no event will we, our affiliates or partners, be liable for any indirect or consequential losses or damages arising in connection with your use of the Website or any Content.

You release us, our affiliates and partners from all claims, actions, damages or other matters arising in connection with your use, or inability to use, the Website or Content.

Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising in connection with your violation of these Terms.

11. No unlawful or offensive activity

You must not use our Website or any Content in any way that violates any applicable federal, state, local or international laws, or which infringes any third party's rights or privacy or is contrary to any relevant standards or codes, including generally accepted community standards.

You must not permit or enable another person to do any of those things.

12. No viruses or interference

You must not introduce to the Website any viruses, trojans, worms or other materials which are malicious or technologically harmful.

You must not do anything that interferes with or adversely affects the normal operation or integrity of the Website, including the ability of other users to access the Website.

You must not copy, modify, export, scrape, reverse engineer, disassemble or otherwise attempt to extract any or all of the Content or any source code in the Website.

You must also not permit or enable another person to do any of those things.

13. Action we may take

We may suspend or terminate your access to our Website at any time, including if you breach these Terms.

If you breach these Terms we may report you to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

If we do not act in relation to a breach of these Terms by you, we do not waive any rights to act in relation to that breach or any later breach by you.

14. **Jurisdiction**

These Terms and any issues arising under these Terms are governed by the laws in force in New South Wales, Australia.

Last updated: 19 July 2023