

Occupational Hygiene Consulting Pty Ltd Terms of Use

1. INTRODUCTION

- 1.1. Thank you for selecting 'http://occupationalhygieneconsulting.com.au/' (referred to as the "**Site**"), as run by **Occupational Hygiene Consulting Pty Ltd (ACN 628 903 739)** ("**Occupational Hygiene Consulting**", "**we**", "**our**", or "**us**"). Please read these Terms of Use ("**Terms**") carefully.
- 1.2. The Terms are a legal agreement between you and us in relation to your use of the Site and all associated services (the "**Agreement**").

2. USE CONSTITUTES ACCEPTANCE

- 2.1. By accessing the Site, linking to the Site, or using any of our services you agree to these Terms.
- 2.2. If you do not agree to these Terms, you are not permitted by Occupational Hygiene Consulting to use the Site or Services and should leave this Site immediately.

3. SCOPE

- 3.1. These Terms govern your use of the Site and its associated services, all communications, offerings, content, submissions and updates (collectively, the "**Services**"). It includes by reference our Privacy Policy <https://occupationalhygieneconsulting.com.au/wp-content/uploads/2020/07/Privacy-Policy-Occupational-Hygiene-Consulting.pdf>
- 3.2. All of the Site and Services are within the scope of this Agreement.

4. PRIVACY AND INFORMATION COLLECTED

- 4.1. You acknowledge that we will be relying on the information provided to us either by way of the 'Contact Us' form or via alternative means of correspondence on the Site. You therefore warrant and represent to us that all such personal and other information so provided by you, is accurate, complete and current and you must inform us as soon as possible if your information requires updating.
- 4.2. Please read our Privacy Policy <https://occupationalhygieneconsulting.com.au/wp-content/uploads/2020/07/Privacy-Policy-Occupational-Hygiene-Consulting.pdf> which applies to any personal information we collect.

5. ELECTRONIC COMMUNICATIONS AND NOTICES

- 5.1. You consent to receive notices and information from us in respect of our Site and Services by electronic communication. You may withdraw this consent at any time, although we may not be able to continue to provide our services to you if we cannot communicate with you electronically.
- 5.2. We may provide you with notices, including those regarding changes to these terms by email, paper mail, publication on our Site, by SMS, or in any other way

recognised by law. You may contact us through info@occupationalhygieneconsulting.com.au

- 5.3. You acknowledge and agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. SITE CONTENTS

- 6.1. This website contains general information only, and we are not, by means of this website or any part thereof, rendering professional advice or services. Before making any decision or taking any action that might affect your finances or business, you should consult a qualified professional advisor
- 6.2. We reserve our rights to, at any time without prior notice to you, discontinue or change any Site content, service, function or feature. This includes any changes to the pricing of the Occupational Hygiene Consulting services.

7. PERSONAL INFORMATION AND PRIVACY

<https://occupationalhygieneconsulting.com.au/wp-content/uploads/2020/07/Privacy-Policy-Occupational-Hygiene-Consulting.pdf>

- 7.1. Our Privacy Policy is provided on this Site. You agree to our Privacy Policy, and to any changes published by us. You agree that we may use and maintain your data according to the Privacy Policy as part of the Services.

8. COOKIES

- 8.1. Cookies are small data files that your browser places on your computer or device. Cookies help your browser navigate a website and the cookies themselves cannot collect any information stored on your computer or your files. Occupational Hygiene Consulting use cookies to learn more about the way you interact with our Site and help us to improve your experience when visiting our Site.
- 8.2. Cookies remember the type of browser you use and which additional browser software you have installed. They also remember your preferences, such as language and region, which remain as your default settings when you revisit the website.
- 8.3. Some of the cookies we use are session cookies and only last until you close your browser, others are persistent cookies which are stored on your computer for longer. Please note that if you reject the use of cookies you will still be able to visit the Site however the Site's functions may not work correctly.

COPYRIGHT, OWNERSHIP AND INTELLECTUAL PROPERTY

- 8.4. The Site and its contents are the copyright of Occupational Hygiene Consulting Pty Ltd. All rights are reserved.
- 8.5. No intellectual property ownership rights transfer from you to us or us to you, as a result of this Agreement. The Occupational Hygiene Consulting domain name, logo and all designs, text, graphics, pictures, information, data, software, video files, other files and the selection and arrangement thereof are the proprietary property of Occupational Hygiene Consulting or its licensors and are protected by Australian and international copyright laws. You may not reproduce, modify, copy

or distribute or use for commercial purposes any of the materials or content on the Site without prior written permission from Occupational Hygiene Consulting.

9. ADVERTISING AND AFFILIATE DISCLOSURE

- 9.1. Occupational Hygiene Consulting may to display paid advertising on the Site and we may also enter into affiliate relationships with other commercial partners, and, from time to time, may link to other services mentioned on our Site.
- 9.2. In such circumstances we may have an affiliate relationship with the merchant selling such products or services, and may get paid a commission if you purchase such products or services.

10. LINKS

- 10.1. This Site provides, and third parties may provide, links to other websites or resources. As we have no control over such websites and resources you agree that links to third party websites are provided solely for your convenience and we are not responsible for the availability of such external sites or resources and are not liable for the content found at such websites or resources. If you decide to access any third party websites linked to this Site you do so entirely at your own risk.
- 10.2. If you would like to link to this Site you must seek our written permission prior to doing so, detailing exactly how such linking shall be provided.

11. PROHIBITED USE

- 11.1. You must not use our Site or Services in any way not expressly permitted by Occupational Hygiene Consulting, or take any action that causes, or may cause, damage to them or impair their performance, availability or accessibility.
- 11.2. You must not use our Site in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 11.3. You must not use our Site or Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any malicious computer software.

12. DISCLAIMER AND LIMITATIONS OF LIABILITY

- 12.1. We provide this Site and its contents “as is” and make no express or implied warranties or guarantees about this Site. To the extent permitted by law, we disclaim implied warranties including any warranty that the site is or will be merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing.
- 12.2. Your use of this website is at your own risk and you assume full responsibility and risk of loss resulting from your usage. We will not be liable for any direct, indirect, special incidental, consequential, or exemplary damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of this website.

13. INDEMNITY

- 13.1. You agree to indemnify and hold harmless Occupational Hygiene Consulting and its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of these terms with us, your violation of any law or third party right, any claim that use of our Services has harmed a third party, your use of the Site, the Services or your data. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable legal fees and costs awarded against or otherwise incurred by us in connection with or arising from any such claim, suit, action, or proceeding.
- 13.2. Occupational Hygiene Consulting reserves the right, in its sole discretion and at its own expense, to assume the exclusive defence and control of any claims. You agree to reasonably cooperate as requested by Occupational Hygiene Consulting in the defence of any claims.
- 13.3. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

14. TERMINATION

- 14.1. We reserve the right, in our absolute discretion, to terminate your access to all or part of the Site or Services without notice. Upon such termination or suspension you will be denied access to any information or files you have stored on the Site.

15. JURISDICTION LIMITATIONS

- 15.1. As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under the applicable legislation.

16. INTERNATIONAL USE

- 16.1. We make no representation that content on this Site is appropriate or available for use in locations outside Australia. If you choose to access this Site from a location outside Australia, you do so on your own initiative and you are responsible for compliance with local laws. Further, access to, linking to and use of this Site are subject to all applicable international, federal, state and local laws and regulations. You agree not to access, link to or use this Site in any way that violates such laws or regulations.

17. GENERAL PROVISIONS

- 17.1. These terms and conditions contain the entire understanding between you and us in relation to the subject matter of these terms and conditions and supersede all prior representations, agreements, statements and understandings, whether verbal or in writing.
- 17.2. You agree that the laws of the state of **New South Wales (“NSW”)**, Australia govern these terms and conditions of use, its subject matter, your use of the Site,

and any claim or dispute that you may have against us. You further agree that any disputes or claims that you may have against us will be resolved by the courts of NSW, and you agree and submit to the exclusive jurisdiction of such courts for the purpose of litigating any such claim or action.

- 17.3. Our failure to exercise or enforce any right or provision of these terms is not a waiver of such right or provision.
- 17.4. In using the Site or our Services, you must comply with all applicable laws and regulations and, without limitation you must not use the Site or Services (or allow them to be used) in connection with or in furtherance of any fraudulent scheme or purpose.
- 17.5. If any provision is found by a court of competent jurisdiction to be invalid, the parties agree that the court must as far as possible give effect to the parties' intentions as reflected in it, and these terms otherwise remain in full force and effect.