

Terms of access to the Website (Terms of Access)

This website (referred to in these Terms of Access as the **Website**) is owned and operated by East Coast HDD Pty Ltd, who is referred to in these Terms of Access as “we”, “us”, “our” and similar grammatical forms.

The material on the Website is copyright © 2020 by East Coast HDD Pty Ltd.

The Website is available for you to access conditional on your acceptance without alteration of the terms and conditions set out on this linked page. By continuing to access the Website you are agreeing to these Terms of Access.

OPERATIVE PROVISIONS

1. USE OF MATERIAL ON THE WEBSITE

1.1 Generally

- (a) Except for the limited use set out in clause 1.1(b) you may not use the Website, or the material contained on it, for any purpose. This involves:
- (i) the reproduction of the material in any material form;
 - (ii) the distribution of the material in any material form;
 - (iii) re-transmission of the material by any medium of communication;
 - (iv) uploading or reposting the material to any other site on the Internet; and
 - (v) “framing” the material on the Website with other material on any other website.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Access.

- (b) Despite the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trademark notices contained on the material.
- (c) You may not modify or copy:
- (i) the layout of the Website; or
 - (ii) any computer software and code contained in the Website.
- (d) We reserve all intellectual property rights, including, but not limited to, copyright in material or services provided by it. The material provided on the Website is provided for personal use only and may not be:
- (i) re-sold or re-distributed in any material form;
 - (ii) stored in any storage media; or
 - (iii) re-transmitted in any media,
 - (iv) without our prior written consent.

1.2 Links to other websites

- (a) This Website contains links to sites on the Internet owned and operated by third parties and which are not under our control.
- (b) In relation to the other sites on the Internet, which are linked to the Website, we:
- (i) provide the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by us of the contents of the linked site; and
 - (ii) is not responsible for the material contained on those linked sites.

1.3 Disclaimer 1

- (a) We are making the Website available for others to access information by us without assuming a duty of care to users. We

are not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website or linked sites on the Internet.

- (b) To the full extent permitted by law we disclaim any and all warranties, express or implied, regarding:
- (i) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or of any linked sites; and
 - (ii) merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website or on any linked sites.
- (c) We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
- (i) acting, or failing to act, on any information contained on or referred to on the Website or any of the linked websites; and
 - (ii) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website or any linked sites.

1.4 Disclaimer 2

- (a) We do not warrant, guarantee or make any representation that:
- (i) the Website, or the server that makes the site available on the Internet are free of software viruses;
 - (ii) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
 - (iii) errors and defects in the Website will be corrected.
- (b) We are not liable to you for:
- (i) errors or omissions in the Website, or linked sites on the Internet;
 - (ii) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
 - (iii) defamatory, offensive or illegal conduct of any user of the Website,
 - (iv) whether caused through our negligence or the negligence of our employees, independent contractors or agents, or through any other cause.
- (c) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

1.5 Limitation of liability

Clause 1.3 (disclaimer 1) or clause 1.4 (disclaimer 2) may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law our liability for any implied warranty or condition is limited, at our choice, to one or more of the following:

- (a) if the breach of an implied warranty or condition relates to services:
- (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty or condition relates to goods:
- (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods; or

- (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

1.6 Use of personal information gathered

- (a) We and any people or legal entities authorised by us may gather and process the personal information which you may voluntarily provide when accessing the Website, such as your name, address, e-mail address and other personal information about you.
- (b) We will comply with the Australian Privacy legislation in respect to our collection, storage and use of your personal information. Please refer to our full privacy policy in clause 2 for details of how we collect, store and use your personal information.

1.7 Termination of access

We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

1.8 Alteration of Terms of Access

We reserve the right to change these Terms of Access:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

1.9 Intellectual property rights

All logos, icons, brand names or service names that identifying the owner and operator of this Website are our copyright property or our trademarks or service marks. All other trademarks or service marks on this Website are the property of their respective owners. You must obtain in written permission before reusing any copyrighted material that is published on this Website. Any unauthorized use of the materials appearing on this Website may violate copyright, trademark and other property rights or legal protections and could result in criminal or civil penalties.

1.10 Relevant jurisdiction

- (a) If any part of these Terms of Access is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Access and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These Terms of Access will be governed by and interpreted in accordance with the law of the State of Queensland of Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of the State of Queensland of Australia to determine any dispute arising out of these Terms of Access.

2. PRIVACY POLICY

This [privacy policy](#) applies to all personal information collected by East Coast HDD Pty Ltd, who is referred to as “we”, “us”, “our” and similar grammatical forms, via the website located at www.eastcoasthdd.com.au.

2.1 What is “personal information”?

- (a) The Privacy Act 1988 (Cth) currently defines “personal information” as meaning information or an opinion about an identified individual or an individual who is reasonably identifiable:

- (i) whether the information or opinion is true or not; and
- (ii) whether the information or opinion is recorded in a material form or not.

- (b) If information does not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as “personal information” and will not be subject to this privacy policy.

2.2 When do we collect information?

- (a) We do not automatically collect personal information from you, such as your name, address, phone number, email address or other personally identifiable information about you (personal information). We collect three categories of information when you use our Website:
 - (i) the personal information you voluntarily provide — that is, we collect personal information with your informed consent;
 - (ii) anonymous non-personal information about how you use our Website; and
 - (iii) “cookie” based information that makes your use of our Website easier by recording your preferences so that when you return to our Website the “cookie” re-loads that information into your web browser.
- (b) For example, we will collect personal information from you when you make an enquiry on our Website.

2.3 Why do we need to collect personal information?

We collect personal information when you volunteer that information in order to receive a service from our Website. The personal information collected on our Websites will be used to respond to enquiries you have made from our Website.

2.4 What information do we collect?

- (a) The type of information we collect from you depends on what you provide to us. The personal information we collect may include your name, postal address, email address, telephone numbers and contact details and information for identification purposes.
- (b) We do not currently collect general information about visits to our Website through “cookies”. However, this may be subject to change at our sole discretion with no notice to you except by amendment to this privacy policy.

2.5 How do we store your information?

- (c) Your information may be stored in software’s used by us, such as Microsoft Office or DropBox. Our commitment to data security means:
 - (i) we have procedures to limit access to personal information within our organisation; and
 - (ii) we use service providers that can establish that they have secure controls relating to software security, access security and network security.

2.6 What use do we make of your personal information?

- (a) We will communicate with you in relation to any enquiries you make to us in relation to the services we provide.
- (b) We may send you information and updates about any other product, service or information that we provide to our customers; in addition we may send you occasional company news and information about other products and services or special promotional offers of our affiliated companies. If at any

time you would like to stop receiving future commercial messages from us, we include detailed unsubscribe instructions at the bottom of each email.

- (c) We may also release your personal information when we believe release is appropriate to comply with the law, enforce our subscription agreements, website policies and terms & conditions, or protect ours or others rights, property, or safety.

2.7 How can I access the personal information that you collect?

- (a) We are happy to provide you with details of personal information held about you. APP 12 allows you to get access to, and correct, the personal information we hold about you.
- (b) To access this information, you need to email or write to us using the contact details below.
- (c) APP 13 allows you to ask us to take reasonable steps to correction any personal information that is inaccurate, out of date, incomplete, irrelevant or misleading.
- (d) If you believe that your personal information has been misused, you can inform us of your complaint by writing to our address and we will attempt to resolve the matter:

East Coast HDD Pty Ltd
PO Box 34, Chevron Island QLD 4217
Email: hello@eastcoasthdd.com.au

- (e) If you are not satisfied with the outcome of your complaint you may refer the matter to the Office of the Australian Information Commissioner (OAIC).

Telephone: 1300 363 992.
Email: enquiries@oaic.gov.au
OAIC complaints page: www.oaic.gov.au/privacy/privacy-complaints

2.8 Third party links

Our Websites may include links to websites operated by third parties. We have no responsibility or liability for the content and activities of these linked websites. Nonetheless, we seek to protect the integrity of our Websites and welcome any comment about linked websites.

2.9 Terms and conditions

Please also visit our Terms of Access to our Website (clause 1) which sets out the conditions of use and limitations of liability governing the use of our Website.

2.10 Your consent

By using our Website, you consent to this [privacy policy](#).

2.11 Changes to our privacy policy

- (a) If we decide to change this privacy policy, we will post those changes on this page, and update the privacy policy modification date below.
- (b) This privacy policy was last modified on 16 July 2020.