

## **P-086 Website Terms and Conditions Policy**

### **1. PURPOSE**

The purpose of this policy is to provide details regarding the terms and conditions of use of the MTC Australia website.

### **2. SCOPE**

This Policy applies to the MTC Australia website located [www.mtcaustralia.com.au](http://www.mtcaustralia.com.au)

### **3. DEFINITIONS**

3.1 MTC Australia includes MTC Australia Limited (ACN 166 455 385) and MTC Recruitment Limited (ACN 145 727 859)

### **4. REFERENCES**

- 4.1 P 051 MTC Australia Media Policy
- 4.2 P 004 Privacy Policy

### **5. POLICY**

5.1 The 'Terms and Conditions' set out in this Policy is approved for publication on the MTC Australia website in accordance with the requirements of P 051.

## **Terms and Conditions**

### **Introduction**

The MTC Australia website is maintained for general information and communication purposes and is available to you subject to these Terms and Conditions. Please read this carefully before using this website. By accessing or using this website you agree to these Terms and Conditions. References to MTC Australia include MTC Australia Limited (ACN 166 455 385) and MTC Recruitment Limited (ACN 145 727 859) and their officers, employees or agents.

### **General conditions and information**

Information on this website is general in nature. MTC Australia has made reasonable endeavours to ensure that information on this website is accurate, reliable and complete, but does not warrant that the information is accurate or complete or suitable for your purposes in using it. This information may change from time to time and you should not rely on all statements or representations made on this website. You should not construe the statements or representation made on this website as legal, accounting or other professional advice. Should you require further information or any questions please contact us. You should seek and rely upon advice from your own advisers.

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### **Acceptable content and use**

As a condition of use of this website it is not permitted to harass or annoy other users, promote content that violates its policies, or transmit illegal material through the site or its servers, or damage, disable, overburden or impair the website.

### **Scope of use and User Email**

The MTC Australia website is designed to allow users to provide information, including email addresses and personal information. The user should be aware all information provided to MTC Australia will be subject to our Privacy Policy. Email addresses will be stored on a secure server and opt out options will be provided.

### **Limitation of Liability**

You agree that, to the extent permitted by law, MTC Australia will not be liable to you for any loss or damage you may incur by relying on statements or representations made on this website through use or access to the website, or MTC Australia's failure to provide this website. You agree to release MTC Australia from any liability whatsoever for any such loss or damage and you may not make any claim against MTC Australia for any such loss or damage. You also agree to indemnify MTC Australia in full (including for any legal fees or expenses on a full indemnity basis) for any loss or damage, costs or expenses suffered or incurred by MTC Australia as a result of you making any such claim. MTC Australia does not accept responsibility for or reliance of material of any website which to referred to or accessed through our website.

### **Copyright and Trademarks**

To the extent permitted by law including the Copyright Act 1968, the trademarks, names, logos and other items collectively 'trademarks' displayed on this website are registered and unregistered trademarks of MTC Australia. As a condition of use of this website it is not permitted to download or reproduce the written content displayed on this website in part, or in whole, without the written permission of MTC Australia.

### **Changes of Terms**

MTC Australia reserves the right to revise the Terms and Conditions of this website at any time and without notice. The revised Terms and Conditions will be binding and effective immediately upon posting on this website. Continued use of this website constitutes agreement to any revision of the Terms and Conditions.

### **Jurisdiction & Governing Law**

The Terms and Conditions of this website shall be governed by the laws of Australia and the State of New South Wales. If an applicable law is in conflict with any part of the Terms and Conditions, the Terms and Conditions will be deemed modified to conform to the law.

As a condition of use of this website, when using the website outside Australia, you agree to comply with all local rules and laws regarding the internet, data, e-mail, privacy, copyright and trademark infringement.

### **Intellectual Property**

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All intellectual property and copyright in this website is owned by MTC Australia. As a condition of use of this website you are only permitted to access and download the contents on the website temporarily and for the sole purpose of viewing the information and may not copy, reproduce, store, transmit or published the information or content including for commercial purposes without the written consent of MTC Australia.

### Privacy

MTC Australia is committed to protecting your privacy including the use and disclosure of personal information. Please refer to our Privacy Policy published on this website.

### Links

The MTC Australia website contains links to other websites for the user's convenience only. Please read the Terms and Conditions of any other company website you may link to from this website. MTC Australia reserves the right to terminate or otherwise disable any link or associated program at any time and without notice. You must not link to MTC Australia's website without written permission using the Contact Us option.