

# Terms and conditions

## General terms and conditions

These conditions of use ("**Conditions of Use**") set out the conditions applicable to your use of, including your acquisition of products or services through, this Website which is operated under the domain name <symbion.com.au> ("**Website**") by Symbion Pty Ltd ABN 25 000 875 034 ("**Symbion**"). Symbion may amend these Conditions of Use at any time by posting the amended terms on this Website which you acknowledge shall constitute sufficient notice to you thereof. These Conditions of Use were last amended on 9 May 2012.

## Acceptance of terms

You acknowledge and accept that by using this Website, you agree to be bound by these Conditions of Use. If you do not agree with any of these terms, do not use this Website.

## Copyright

Unless expressly indicated to the contrary, Symbion or its licensors own copyright in all texts, graphics and layouts ("**Material**") on this Website. Except as indicated below, or as permitted under the Copyright Act 1968 (Cth) or applicable laws, you must not copy, modify, transmit or distribute any Material on this Website. You acknowledge that you do not acquire any ownership rights by downloading Material from this Website.

## Reproduction

You may reproduce in whole or in part the Material only if:

- the reproduction is not for public or commercial purposes; and
- you do not remove or modify any notices of attribution of copyright or, if there are no such notices, you clearly attribute Symbion as the copyright owner or licensee of the work.

## Hotlinks

You may provide hypertext links to this Website from any other website, unless we request you to remove such hypertext links. You are not authorised to represent that Symbion endorses or otherwise approves of the other website, the content on the other website or the operator of the other website.

We do not warrant the accuracy of any hypertext links provided by us, nor the suitability of any Material located at such websites.

## Cookies

Each time someone visits the website, we may collect the following information:

- The number of users who visit
- The date and time of users
- The number of pages viewed
- How users navigate the site Symbion Pty Ltd does not identify personal information regarding individuals browsing the site. The data captured is used so that Symbion Pty Ltd can accurately evaluate the content of the website and make improvements.
- We use cookies when you visit our site. Cookies are small pieces of information which can be stored on your hard drive. They record information about your visit to the site. Most web browsers can be configured to notify you when a cookie is received, allowing you to either accept it or reject it. You may

inspect cookies on your hard drive and delete them. If you disable the use of cookies or remove them, you may not be able to gain access to all of the content and facilities of this website. The cookies we send to your PC cannot in any way read your hard drive, obtain any information from your browser or direct your computer to perform any specific actions. They are not designed to be sent to another site, and/or be retrieved by another site.

### Framing

Unless we notify you to the contrary, you may incorporate any Material or parts of such Material on this Website into your website only if you comply with the conditions relating to authorised reproduction set out above. You are not authorised to represent that Symbion endorses or otherwise approves of the content on or operation of your website.

### Trade marks

Symbion is the owner of various registered and unregistered trade marks in Australia, including the Symbion logo ("**Symbion Trade Marks**"). Symbion Trade Marks must not be used by you or any other person except as part of an authorised reproduction of the Materials. You must not modify, or permit the modification of, the Symbion Trade Marks. Nothing contained in this Website should be construed as granting any licence or right to use any Symbion Trade Mark displayed on this Website, without the written permission of Symbion.

### Disclaimer

You agree that your use of this Website (including downloading Material) is at your sole risk.

The Material on this Website is intended to provide general information only and may not be accurate or current. Material is provided on an "as is" and "as available" basis. Symbion and its suppliers do not warrant or make any representations concerning the completeness, timeliness, suitability or accuracy of any Material on this Website including, without limitation, the prices of products or services, contained on or accessible through this Website, or that access to this Website will be uninterrupted, timely or secure. To the extent permitted by law, in no event shall Symbion and its suppliers be liable for any damages of any kind related to the completeness, timeliness, suitability or accuracy of any Material.

This Website may contain hypertext links, frames or other references to websites operated by third parties ("**Third Party Websites**"). We cannot control the contents of Third Party Websites, and make no warranty about the completeness, timeliness, suitability, accuracy or subject matter of the Material located on Third Party Websites. We do not approve of, endorse, or sponsor any content or Material on Third Party Websites. We make no warranties or representations that use of Material on Third Party Websites to which this Website is linked does not infringe the intellectual property rights of any person anywhere in the world.

We are not, and must not be taken to be, authorising infringement of any intellectual property rights contained in Material on Third Party Websites by linking to such Material or allowing such Material to link to this Website.

### Limitation of liability

To the maximum extent permitted by law, under no circumstances will Symbion be liable for any indirect,

incidental, special or consequential damages, including damages for loss of business or other profits, arising out of or referable to the accessing, downloading, using or relying on any Material on this Website or any Material on a Third Party Website, whether caused by the negligence of Symbion or otherwise.

Where any law implies in these Conditions of Use any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in this agreement. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):

- (a) in the case of services: the resupply of the services; or the payment of the cost of resupply; and
- (b) in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.

### **Virus warning**

Symbion does not represent or warrant that any files obtained from or through this Website are free from computer viruses or other defects, including trojan horses and worms. Any such files are provided, and may only be used, on the basis that the user of such files assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files.

### **Indemnity**

You agree to defend, indemnify and hold Symbion, its directors, officers and employees, harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any breach of these Conditions of Use by you, or (to the extent permitted by law) in connection with your use of this Website or the placement or transmission of any Material on this Website by you.

### **Revisions**

Symbion reserves the sole right to either change, modify, delete or add any Material on the Website or discontinue your access to the Website including any features on it at any time with or without notice to you. Symbion is not liable to you or to any third party should it exercise such right. Modifications may include, but are not limited to, changes in the services and/or products listed and/or the prices of such services and/or products.

Symbion may, in its sole discretion, terminate or suspend your access to all or part of this Website for any reason. Any suspected abusive or illegal activity may result in termination of your access and the activity may be referred to appropriate law enforcement authorities.

### **Concerns regarding Conditions of Use**

Should you object to the Conditions of Use or any subsequent modifications thereto or become dissatisfied with this Website, your only recourse (to the extent permitted by law) is to immediately terminate your use of this Website.

If you have any issues and/or questions with these Conditions of Use or any rule, policy, guideline or practice which Symbion uses to operate this Website, please contact us at Symbion Pty Ltd, Level 3, 484 St Kilda Road Melbourne 3004, +613 9918 5555.