

Waterway Constructions WEBSITE CONDITIONS OF USE

This website is owned by Waterway Constructions Pty Limited ABN 74 061 311 395 ("**Waterway**"). By accessing or using this website you agree that these Conditions of Use apply to any use by you of this website and to all information, text, graphics, publications, materials or downloads ("**Content**") contained on or obtained from this website or any third party website accessed from links on this website.

Changes to Conditions of Use

Waterway may change these Conditions of Use at its discretion by publishing the changes on this website. You agree that by doing this, Waterway has provided you with sufficient notice of any change.

Waterway may also change or update any Content on this website at any time without notice to you.

It is your responsibility to familiarise yourself with the current Conditions of Use each time you visit this website.

Content

The Content on this website is provided "as is" solely for the purpose of giving a general overview of Waterway and its services and not with the intention of creating a contractual relationship with any user who accesses this website or with the intention of making any representation or claim concerning the suitability of any of Waterway's services for any particular purpose or situation.

This website may contain links to third party websites which are provided solely for your convenience. Such links are not to be construed, expressly or impliedly, as an endorsement or recommendation by Waterway of the linked websites, their Content or any products or services referred to or promoted on those websites.

You agree that any use of this website or any third party websites accessed from links on this website is at your sole risk.

No Warranty

Subject to any applicable law that cannot lawfully be excluded, Waterway excludes all representations or warranties, express or implied (whether by statute, custom or otherwise) concerning the accuracy or completeness of this website, the Content on this website or any third party websites accessed from links on this website or any Content accessed on such websites.

Disclaimer

Waterway and its officers, employees and agents shall not be liable for any losses, liabilities, claims, expenses (including but not limited to legal costs and expenses) or damages whatsoever, whether actual, alleged, indirect, consequential or punitive and whether arising in contract, tort (including negligence), misrepresentation, indemnity, strict liability or otherwise, arising directly or indirectly from or in connection with any use of this website or the Content on this website or any third party websites accessed from links on this website or any Content accessed on such websites.

Copyright

Unless indicated otherwise, Waterway owns the copyright in the Content on this website which you may access and use only for your non-commercial personal use. Any other use, copying or reproduction of any Content on this website is prohibited (except to the extent permitted by applicable law) and no part of the Content may be reproduced on any other website or adapted, varied or modified in any way without the prior written consent of Waterway.

Trademarks

All trademarks displayed on this website belong to Waterway or their respective owners. Unauthorised use of any of the trademarks will infringe the intellectual property rights of Waterway or the respective owners.

Use of Cookies

Cookies are small data files that websites may write to your hard drive when you visit them. A cookie file can obtain information that the website uses to track the pages you have visited. This website may use cookies to track user patterns to enable us to better assist you when you visit this website. If you do not wish to receive cookies you may be able to change your browser settings to refuse cookies or notify you when you receive a cookie and provide you with the opportunity to either accept or reject it.

Security

Users of this website are advised that the internet is an insecure public network and there is a potential risk that transactions may be viewed, intercepted or modified by third parties and files that are downloaded may contain computer viruses or other defects.

Waterway and its officers, employees and agents shall not be liable for any interference with or damage to any computer system, software or data occurring in connection with any use of this website or any third party website accessed from links on this websites. Users are encouraged to take appropriate and adequate precautions to ensure that any Content that is accessed on this website or any third party website accessed from links on this website is free of viruses or other contamination that may interfere with or damage the user's computer system, software or data.

General Matters

If any of these Conditions of Use is invalid or unenforceable it will be severed and the remaining Conditions of Use will continue in full force and effect unless the severance of the invalid or unenforceable term alters the basic nature of these Conditions of Use or is contrary to public policy.

The Content including, but not limited to, these Conditions of Use is governed by and will be construed in accordance with the laws in force in the State of New South Wales, Australia and users of this website irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia for determining any dispute concerning this website, the Content or these Conditions of Use.

A handwritten signature in blue ink, appearing to read 'Mal Hiley', positioned above a horizontal line.

Mal Hiley
Managing Director
July 2015