

# Website Terms of Use

Knotwood Pty Ltd ABN 26 137 836 858 (“We”, “Our” or “Us”) operates the website [www.knotwood.com.au](http://www.knotwood.com.au) (“Website”). Access to and use of the Website is subject to the following terms.

## Consent

By using the Website, you agree to these terms and our Privacy Policy (available on the Website) as may be updated by us from time to time (**Terms of Use**).

If you do not agree with the Terms of Use, that’s alright, but you must stop accessing and using our Website.

## Changes to the Terms of Use

We may amend these Terms of Use from time to time with or without further notice to you and without giving you any explanation or justification for such change. Amendments will be effective immediately upon being published on this Website.

You should check this page regularly to ensure you are aware of our current Terms of Use.

Your continued use of this Website constitutes your acceptance to these Terms, including any amended Terms as and when they are published on this Website.

## Who can use the Website

Our Website is for users who are at least 18 years of age and who live in and are using this Website in Australia. If you access our Website from outside Australia, you do so at your own risk and you are responsible for following applicable laws where you access our Website.

## Unavailability of Website

Access to this Website is permitted on a temporary basis. We are not liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website for business or operational reasons.

## What you must not do on our Website

You may only use this Website for lawful purposes and in accordance with these Terms of Use. You must not misuse this Website and you agree that you will not:

- Reproduce, distribute, re-transmit, re-post to any other Website, or “frame” on any other website, the Website or the materials contained in the Website, or link to our Website in a way that damages us or implies that you are associated, affiliated with, endorsed or approved of by us, when we have not agreed to you doing so, or otherwise in a manner that infringes our rights or is contrary to law;
- corrupt any data or knowingly send a virus or other disabling features including using trojan horses, or programming routines that may damage our Website;
- infringe any other person's proprietary rights;
- annoy, harass or defame other users, or send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

## Linked sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by us. We do not control the Linked Site and we are not responsible for the information on any Linked Site. The existence of a link to other sites does not imply any endorsement by us of the contents of the linked site. You must decide if the Linked Sites are suitable for you.

## **Linking to this Website**

If you wish to establish a link to this Website, you must first seek our approval. If we agree to your proposed link, you must comply with any terms and conditions imposed by us as a condition of such agreement.

## **Intellectual property**

Unless we state otherwise, we own or licence all intellectual property rights on our Website and using our Website does not transfer any of these rights to you.

The Website content is protected by intellectual property laws and treaties around the world. All such rights are reserved by us and our licensors.

You may store, print and display the content supplied solely for your own personal and non-commercial use. You are not allowed to publish or reproduce, in any format, any of the content supplied to you or which appears on this Website, and you may not use any content for any business or commercial purposes unless we agree.

## **Disclaimers**

You use and access our Website at your own risk and acknowledge that the content supplied by this Website is provided on an “as is” and “as available” basis. To the maximum extent allowed by law, we make no representations or warranties about our Website or the content of the Website including:

- we make no representation about the accuracy, reliability, adequacy, completeness or timeliness of the content or that it is suitable for any particular purpose;
- we cannot guarantee that our Website will be secure; and
- we cannot guarantee that access will be uninterrupted, error-free or virus free.

## **Liability**

To the maximum extent permitted by law:

- we exclude any liability that may arise due to your use or the use by any third party of our Website or any of its content; and
- we are not responsible for any consequential or indirect loss, suffered by you or any third party in connection with the Website or any of its content.

## **Indemnity**

To the maximum extent permitted by law, you must indemnify us for any loss or damage you cause us arising out of or relating to your breach of these Terms of Use or any applicable laws.

## **Termination**

We may terminate this agreement at any time on notice to you. All disclaimers and limitations of liability will survive termination.

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.

## **Other Terms**

- We have the right, in our absolute discretion, to amend, remove or vary any page of this Website at any time and without notice.
- A term or part of a term of these Terms of Use that is illegal or unenforceable may be severed from the Terms of Use and the remaining terms or parts of the terms under the Terms of Use continue in force.

- These Terms of Use are governed by the laws of QUEENSLAND. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of that state.

## **Questions**

For any questions about these Terms of Use, please contact us at:

*sales@knotwood.com.au*

*These Terms of Use were last updated on 11 November 2023*