

2016
V1

**JADE UTILITIES
MANAGEMENT RIGHTS PTY LTD**

LEGAL STATEMENT
TERMS OF USE

Table of Contents

1.	Acceptance	3
2.	Applicability	3
3.	Changes of Terms of Use	3
4.	Third Party Links	3
6.	Restricted Use.....	3
7.	Website Availability	3
8.	Termination of Access.....	4
9.	Intellectual Property Rights	4
10.	Availability of Products and Services.....	4
11.	Security of Information	4
12.	Governing Law.....	4
13.	Disclaimer	5

1. Acceptance

These terms of use apply to the use of this website. By proceeding to use this website, you agree to be bound by these terms of use. If you do not agree to these terms of use, you should refrain from using this website.

2. Applicability

Unless otherwise specified or required by context, any reference on the website (including this disclaimer) or the expressions 'we', 'us' and 'our' are references to Jade Utilities Management Rights Pty Ltd (ACN: 610 832 776).

3. Changes of Terms of Use

We reserve the right to amend these terms of use from time to time. Amendments will take effect immediately upon notification on this website. Your continued use of this website following such notification will be taken by us to represent your agreement to be bound by the terms of use as amended.

4. Third Party Links

We are not responsible for the information or content of any website accessed, or linked to, via this website. Links to other web sites are provided for convenience only and do not represent any endorsement, sponsorship or approval of the products or services offered by the web site owner or the information or content on such websites.

Unless otherwise expressly stated, we do not warrant or represent that the information on other websites does not infringe the intellectual property rights of any person anywhere in the world and we are not liable for any loss or damage you may suffer because of any claim made that your access to or use of such information infringes such rights.

6. Restricted Use

Unless we agree otherwise in writing, you are provided with access to this website only for your personal non-commercial use. You are authorised to print a copy of any information contained on this website for your personal non-commercial use (unless such printing is expressly prohibited). Without limiting the foregoing, you may not without our prior written permission (which may be granted or withheld at absolute discretion) on-sell information obtained from this website.

7. Website Availability

From time to time, downtime (either scheduled or scheduled) may occur. We will take reasonable steps to ensure that the amount of downtime is limited. We are not liable for the consequences of any downtime.

8. Termination of Access

We may terminate your access to our website at any time without notice. Our disclaimer will survive the termination of access.

9. Intellectual Property Rights

Copyright in this website is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 and similar legislation which applies to your location, and except as expressly authorised by these terms of use, you may not in any form or by any means:

- Adapt, reproduce, store, distribute, print, display, perform, publish or create any derivative works from any part of this website; or
- Commercialise any information, products or services obtained from any part of this website, without our prior written permission, which may be granted or withheld at our absolute discretion. If provided, permission will be subject to the requirement that our name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.

10. Availability of Products and Services

Products and services referred to in this website are only available in Australia and in some cases, may only be available in a specific State, Territory or area of Australia. Unless otherwise stated, nothing in this website constitutes and offer for the supply of goods or services, or a promise or representation that we will supply any goods or services.

11. Security of Information

Whilst we use our reasonable endeavours to protect the security of transmission of information over the Internet, we do not guarantee or warrant that any transmission of any data over the Internet is totally secure. Accordingly, any information which you provide to use is transmitted entirely at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

12. Governing Law

The laws of Queensland, Australia apply to these terms of use and your use of our website. By using this web site, you are deemed to consent to the exclusive jurisdiction of the courts of the State of Queensland to hear and determine any disputes arising out of your use of our website.

13. Disclaimer

The content of this website has been prepared to provide information to our customers and other stakeholders. The information presented on our website is of a general nature only. It does not constitute legal, financial or other professional advice. We do not warrant or represent that the information presented is correct, complete or adequate or that we will keep this website updated. We advise you to seek independent advice on the content contained in this website and we accept no responsibility or liability for any loss or damage (including for any direct or consequential loss) however caused (including through negligence) which you suffer, sustain or incur in connection with, or relating to your access, use, reliance or misuse of the website or any linked website to the maximum extent permitted by law.