

Terms of use

Application

The following provisions (“Terms and Conditions”) apply to your use of any services provided by Utility Shop via the Internet, including our website (and any information provided by us on Utility Shops website) and any messages sent to or from us via email (“Internet Services”). By using Utility Shops Internet Services, you agree to these Terms and Conditions.

If you do not accept these Terms and Conditions, you must cease using Utility Shops Internet Services.

These Terms and Conditions apply in conjunction with any other terms and conditions that apply to the Internet Services, including our Privacy Policy.

Lawful Use

You may only use the Internet Services for lawful purposes, and must ensure that your use of the Internet Services does not breach any laws that apply to you.

Personal Use

You may only use our website for your personal use, unless stated otherwise. You may not, without our prior written permission, provide any information you obtain from our website to any other party. You are authorised to print a copy of any information on our website for your own use.

Damage

You should establish your own protection against viruses and other causes of damage. Any interference or damage you may suffer in connection with your use of the Internet Services Utility Shop provide, we will not be liable for, including any damage caused by computer viruses, malicious computer code or any other form of interference.

Security

We recommend that you do not provide us with confidential information via our Internet Services unless you accept the risk that the information may be lost, corrupted, or disclosed to third parties during its transmission.

We cannot ensure the security of any information you send to us via the Internet during its transmission. Accordingly, any information you transmit in this manner will be sent at your own risk. However, once we have received your information, Utility Shop will take reasonable steps to ensure it remains secure.

Disclaimer

While Utility Shop endeavour to ensure that information provided on our website is accurate, complete, up-to-date and reliable, we do not warrant that this will be the case or that your access to the information will always be uninterrupted, timely or secure.

Utility Shop do not attempt or purport to exclude any liability arising under statute if, and to the extent, that liability cannot be lawfully excluded.

However, we exclude to the extent lawfully permitted all liability for any loss or damage of whatever kind (including consequential or incidental damage) and however arising (including due to negligence) that you may suffer, directly or indirectly, in connection with your use of our website or any associated or linked Internet Services. In particular, we exclude all liability for any loss or damage that may result from your use of, or reliance upon, any information or material obtained from our website.

Utility Shop exclude all implied conditions and warranties except any implied condition or

warranty the exclusion of which would cause this clause to be void (“Non-excludable Condition”). Utility Shops liability to you for breach of any Non-excludable Condition (other than implied by Section 69 of the Trade Practices Act 1974 (Cth)) is limited, at our option, to supplying the relevant services again or paying the cost of re-supplying those services, except where the services are of a kind ordinarily acquired for personal, domestic or household use or consumption.

Copyright and Trade Marks

Utility Shop own or license the copyright and all other proprietary rights in all materials used in the Internet Services (including any text, logos, images, sound recordings, animations and/or software), unless stated otherwise.

Without our prior written permission you may not reproduce, print, store, display, publish, commercialise, distribute, perform, adapt, or create derivative works from any information or services you acquire from our Internet Services other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and as required for your effective use of our Internet Services.

Any word or logo which appears in our Internet Services in association with the ™ or © symbol is a trade mark, and must not be used by you unless in accordance with the requirements of the Trade Marks Act 1995 (Cth).

Other Internet Services

If any Internet Services contain links or references to other Internet Services that are not provided by us (“Other Services”), we do not endorse, recommend or approve those Other Services, the practices of the organisations that operate them, or any information, materials or goods or services referred to or provided by those Other Services, unless stated otherwise. We ask that the providers of Other Internet Services request Utility Shops permission before linking to our Internet Services. Any such links may not remain current and are provided for convenience only.

Termination of Access

Your access to any Internet Services may be terminated or restricted at any time without notice. If we do so, these Terms and Conditions will continue to apply and you must discontinue or limit your use of the Internet Services as we require immediately that we advise you to do so.

Any Internet Services may be modified, suspended or cancelled at any time.

Changes

These Terms and Conditions may be amended at any time and, if we do so, the updated version will be provided on our website.

Miscellaneous

These Terms and Conditions are governed by the laws in Australia.

If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions will continue to apply.