

## **Twyfords – Terms and Conditions of Website Use**

### **Conditions of Use**

By entering the Twyfords website you are entering a website owned by Twyfords. Your entry to this website is subject to the conditions of use defined below. If you do not agree to be bound by these conditions of use you should not enter the Twyfords site.

### **Copyright**

ALL material including, but not limited to articles, information, data, photographs and artists illustrations contained within the Twyfords website is subject to Australian and international COPYRIGHT LAWS. Subject to the provisions of such laws you must not copy, reproduce, re-broadcast or re-transmit any material contained within the Twyfords website whether in whole or in part, by any means or attempt to deal in infringing copies taken from this site.

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### **Disclaimer and limitation of liability**

You acknowledge that while Twyfords and all contributors to Twyfords website will endeavour to ensure that the material contained within website is accurate and up-to-date, Twyfords and its contributors accept no responsibility for any error or omission in relation to any material contained within the website.

Twyfords makes no warranty or representation as to any material contained within the Twyfords website. All implied warranties and conditions are excluded, except those that by operation of law cannot be excluded.

You rely on the material contained within the Twyfords website at your own risk. Twyfords specifically excludes all liability for any loss or damage, which may be suffered by you by reason of reliance on this material contained within the Twyfords website for any purpose or your inability to access material contained within the Twyfords website. Under no circumstances will Twyfords be responsible for any direct, indirect or consequential damage caused to you by reason of any use of the material contained within the Twyfords website or your inability to access material contained within the Twyfords website.

Twyfords does not warrant or represent that the Twyfords website will be available at all times.

Twyfords accepts no liability for any loss or damage suffered by you if for any reason access to the Twyfords website is not available.

In the case of services offered to you by Twyfords within the Twyfords website, to the extent that Twyfords liability cannot be excluded by operation

of law, Twyfords liability is limited to the supply of these services again or the payment of the costs of having these services supplied again.

### **Site content**

It is the responsibility of any party whether directly or indirectly displaying material within the Twyfords website including, but not limited to, advertisements offering any goods and services for sale or otherwise to ensure that these goods and services do not violate any law of Australia, its Territories and international law pertaining to any form of abuse, malicious falsehood, violence, obscenity, pornography or objectionable social behaviour punishable by law or laws regarding weapons, munitions, explosives and other harmful materials, and do not promote the E-mail activity commonly known as spamming and the Internet activity commonly known as hacking.

Twyfords accepts no responsibility for any material displayed on this site by any third party. Any liability for such material is hereby excluded.

Any person displaying material within the Twyfords website agrees to indemnify Twyfords against any loss or damage suffered by reason of such material breaching any law or giving rise to any claim against Twyfords.

### **Access to other sites**

Links contained within the Twyfords website may provide access to you to additional sites, which are owned, maintained and controlled by Internet service providers other than Twyfords. The material contained within these sites can change without Twyfords's knowledge.

As these sites are neither the property of, nor the responsibility of Twyfords, you acknowledge that Twyfords has no control over the maintenance of these sites and therefore bears no liability or responsibility for their content.

### **Trade marks**

You may not use any trade mark, name, get up or other indicia appearing within Twyfords, whether in whole or in part, by any means or for any purpose without the permission of the owner.

Twyfords accepts no responsibility for the use of any trademark, name, get up or other indicia by any person displaying material within the Twyfords website. Liability for such use is hereby excluded. Any person using a trade mark, name, get up or other indicia within the Twyfords website agrees to indemnify Twyfords for any claim by any third party against Twyfords in relation to such use.

### **Governing law**

These CONDITIONS of USE are governed by the laws of New South Wales and, where appropriate the laws of the Commonwealth of Australia. Your entry to the Twyfords website is subject to this governing law and you agree to submit to the exclusive jurisdiction of the Courts of New South Wales in relation to any dispute arising out of these CONDITIONS of USE or your use of the Twyfords website and the material contained within.

**Amendments**

Twyfords reserves the right to change, modify or amend the CONDITIONS of USE of the Twyfords website at any time and at its sole discretion. You will be notified of such changes, modifications or amendments within the Twyfords website home page.

Your continuing use of the site will be deemed to be your acceptance of these changes, modifications or amendments.