

Website Terms of Use

These terms of use ("**Terms**") govern your use of our website located at www.coastalwaste.com.au ("**Site**") and form a binding contract between you (the user of the Site) and us (West Coast Bins Pty Ltd trading as Recover Bins, Coastal Waste Bins and Coastal Waste Management, referred to as "**we**", "**our**" and "**us**" in these Terms).

By using the Site, you acknowledge and agree that you have had sufficient chance to read and understand these Terms and you agree to be bound by them.

If you do not agree to these Terms, you should not use the Site.

1. Use of material on Site

1.1 Except for the limited use set out in clause 1.2 you may not use the Site, or the material contained on it, for any purpose. This includes:

- (a) the reproduction of the material in any material form;
- (b) the distribution of the material in any material form;
- (c) re-transmission of the material by any medium of communication;
- (d) uploading or reposting the material to any other site; or
- (e) "framing" Site material with other material on any other site.

The above uses are specifically prohibited by these Terms.

1.2 Despite the above restrictions on using Site material, you may download material from the Site for your personal non-commercial use, provided you do not remove any copyright or trade mark notices contained on the material.

1.3 You may not modify or copy:

- (a) the layout of the Site; or
- (b) any computer software or code contained in the Site.

1.4 We reserve all intellectual property rights in Site material, including copyright. Site material is provided for personal use only and may not be:

- (a) re-sold or re-distributed in any material form;
- (b) stored on any storage media; or
- (c) re-transmitted in any media,

without our prior written consent.

2. Warranties

You represent and warrant to us that you have legal capacity to agree to these Terms.

3. Liability

- 3.1 To the full extent permitted by law, we exclude any and all representations and warranties (express or implied) regarding the accuracy, reliability, timeliness or otherwise of any information contained in or referred to on the Site.
- 3.2 To the full extent permitted by law, we exclude all representations and warranties (express or implied) except as set out in these Terms.
- 3.3 These Terms are subject to any law that limits the exclusion, restriction or modification of any implied representations, warranties, conditions, guarantees or obligations. If any such law applies, to the extent possible, we limit our liability in respect of any claim by you in relation to our services to (at our option):
 - (a) the supply of the services again; or
 - (b) the payment of the cost of having the services supplied again.

4. Termination

- 4.1 These Terms terminate automatically if we cease to operate the Site.
- 4.2 We may otherwise terminate these Terms immediately, by notice to you, if you breach these Terms in any way.

5. Viruses

- 5.1 We do not represent, warrant or guarantee that:
 - (a) the Site, or the server that makes the Site available, are free of software viruses;
 - (b) the functions contained in any software contained on the Site will operate uninterrupted or are error-free; and
 - (c) errors and defects in the Site will be corrected.
- 5.2 You agree to accept the full cost of any repair, correction or maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Site.

6. Alteration of Terms of Access

We reserve the right to change these Terms:

- 6.1 with or without further notice to you; and
- 6.2 without giving you any explanation or justification for such change.

7. Relevant jurisdiction

- 7.1 If any part of these Terms is found to be void, unlawful, or unenforceable then that part will be severed from the balance of these Terms, and the severed part will not affect the validity and enforceability of any remaining provisions.
- 7.2 These Terms will be governed by and interpreted in accordance with the law of

Western Australia, without giving effect to any principles of conflicts of laws.

7.3 You agree to the jurisdiction of the courts of Western Australia to determine any dispute arising out of these Terms.

8. Concerns

If you have any concerns or questions, please contact us.