

Rubberdesk Terms and Conditions and Privacy Policy.

Please read this legal information carefully.

The website and associated business rubberdesk.com is operated by Rubberdesk Pty Ltd, a proprietary company with Australian Company Number 163 716 247.

You can contact us by email to [clientservices@rubberdesk.com](mailto:clientservices@rubberdesk.com)

Our registered address is: Rubberdesk Pty Ltd

c/o Hall Jackson Pty Ltd PO Box 404, Manly,NSW, Australia

### **Definitions**

"The website" refers to the website rubberdesk.com. "We", "our" or "us" refer to rubberdesk Pty Ltd.

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### **Rubberdesk Version 2.00**

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#### **(1) Introduction**

These terms of use govern your use of our website and the services offered by us; by using our website, you agree to these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our website.

You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms of use, you warrant and represent that you are at least 18 years of age.

Our website uses cookies. By using our website and agreeing to these terms of use, you consent to our use of cookies in accordance with our terms and conditions.

#### **(2) Credit**

This document was created using an SEQ Legal template.

#### **(3) Licence to use website**

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

Where materials on the website have not been provided to the website by yourself, you must not:

- (a) Republish material from this website (including republication on another website);
- (b) Sell, rent or sub-license material from the website;
- (c) Show any material from the website in public;

- (d) Reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) Edit or otherwise modify any material on the website; or
- (f) Redistribute material from this website, except for content specifically and expressly made available for redistribution (such as listings provided to the website by yourself).

Where content is specifically made available for redistribution, it may only be redistributed by the person who provided the content to the website.

#### **(4) Acceptable use**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, other malicious computer software or offensive content.

You must not conduct any systematic or automated data collection activities (including, without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

#### **(5) Restricted access**

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that the password is kept confidential.

You must notify us in writing immediately if you become aware of any unauthorised use of your account or password.

You are responsible for any activity on our website arising out of any failure to keep your password confidential and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our website, unless you have that person's express permission to do so.

We may disable your user ID and password at any time in our sole discretion with or without notice or explanation.

#### **(6) User content**

In these terms of use, "your content" means material (including, without limitation, text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media. You also grant to us the right to sub-license these rights and the right to bring an action for infringement of these rights.

You warrant and represent that your content will comply with these terms of use.

Your content must not be illegal or unlawful, must not infringe any third party's legal rights and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms of use in relation to your content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

#### **(7) Limited warranties**

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

We do not warrant the fitness for purpose or use of any document legal or otherwise published on this website and you should seek appropriate professional advice before using the same and any use of the same by you is at your own risk.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to this website and the use of this website and any documents published on this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

#### **(8) Limitations and exclusions of liability**

Nothing in these terms of use will:

- (a) limit or exclude our or your liability for death or personal injury resulting from negligence;
- (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or

(d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use:

(a) are subject to the preceding paragraph; and

(b) govern all liabilities arising under these terms of use or in relation to the subject matter of these terms of use, including liabilities arising in contract, in tort (including negligence) and for breach of any statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

#### **(9) Indemnity**

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

#### **(10) Breaches of these terms of use**

Without prejudice to our other rights under these terms of use, if you breach these terms of use in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website and/or contacting your internet service provider to request that they block your access to the website.

#### **(11) Variation**

We may revise these terms of use from time to time. Revised terms of use will apply to the use of our website from the date of publication of the revised terms of use on our website.

#### **(12) Assignment**

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

#### **(13) Severability**

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/ or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **(14) Exclusion of third party rights**

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

#### **(15) Entire agreement**

Subject to the first paragraph of Section "Limitations and exclusions of liability", these terms of use, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of our website.

#### **(16) Law and jurisdiction**

These terms of use will be governed by and construed in accordance with the laws of New South Wales, Australia, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

#### **(17) Copyright**

Materials on the website are copyright. We grant permission to download copyright material only for private and non-commercial purposes, apart from fair dealing permitted by the Copyright Act 1968.

We grant to you a worldwide, non-exclusive, royalty-free, revocable licence to:

(a) View this website and the material on this website on a computer or mobile device via a web browser;

(b) Copy and store this website and the material on this website in your web browser cache memory; and

(c) Print pages from this website for your own personal and non-commercial use.

We do not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast, or show or play in public this website or the material on this website

(in any form or media) without our prior written permission.

Data mining, (the automated and/or systematic collection of data) from this website is prohibited.

### **(18) Hyperlinks**

We welcome links to this website.

Links pointing to this website should not be misleading.

Appropriate link text should always be used in links pointing to this website.

This website includes links to other websites owned and operated by third parties. These links are not endorsements or recommendations.

You agree that, should we request the deletion of a link to our website that is within your control, you will delete the link promptly.

If you would like us to remove a link to your website that is included on this website, please contact us using the contact details above. Note that unless you have a legal right to demand removal, such removal will be at our discretion.

### **(19) Subscriptions**

In these terms, "subscription" means a right to access the restricted areas of our website, and

"subscriber" means a person who has such a right by virtue of this "Subscriptions" section.

Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion.

We will not file a copy of these terms of use specifically in relation to each user of the site and, if we update these terms of use, the version to which you originally agreed will no longer be available on our website. For this reason, we recommend that you print and file a copy of these terms of use for future reference.

These terms of use are provided in the [English] language only.

### **(20) Cookies**

Our website uses cookies.

A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies can be used by web servers to identify and track users as they navigate different pages on a website and identify users returning to a website.

Cookies may be either "persistent" cookies or "session" cookies.

A persistent cookie consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date).

A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed. We use both session cookies and persistent cookies on this website.

We may send to you the following cookies:

- **Currently no cookies are configured.**
- [Cookie name 1] – We will use this [persistent / session] cookie to [describe purpose].

When you use our website, you may also be sent third party cookies.

Our advertisers / service providers / hosts / guests may send you cookies. They may use the information they obtain from your use of their cookies:

(a) To track your browser across multiple websites;

(b) To build a profile of your web surfing; and

(c) To target advertisements which may be of particular interest to you.

In addition, we use Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>. Cookies do not contain any information that personally identifies you, but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies.

Most browsers allow you to refuse to accept cookies. For example:

(a) In Internet Explorer (version 9) you can block cookies using the cookie handling override settings available by clicking "Tools", "Internet Options", "Privacy" and then "Advanced";

(b) In Firefox (version 16) you can block all cookies by clicking "Tools", "Options", "Privacy", selecting "Use custom settings for history" from the drop-down menu, and unticking "Accept cookies from sites"; and

(c) In Chrome (version 23), you can block all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Content settings", and then selecting "Block sites from setting any data" under the "Cookies" heading.

Blocking all cookies will, however, have a negative impact upon the usability of many websites.

You can also delete cookies already stored on your computer. For example:

- (a) In Internet Explorer (version 9), you must manually delete cookie files (you can find instructions for doing so at <http://support.microsoft.com/kb/278835>);
- (b) In Firefox (version 16), you can delete cookies by clicking "Tools", "Options", "Privacy" and then "Show Cookies", and then clicking "Remove All Cookies"; and
- (c) In Chrome (version 23), you can delete all cookies by accessing the "Customise and control" menu, and clicking "Settings", "Show advanced settings" and "Clear browsing data", and then selecting "Delete cookies

and other site and plug-in data" before clicking "Clear browsing data".

Again, doing this may have a negative impact on the usability of our and many other websites.

#### **(21) Privacy Policy**

Please read this Privacy policy carefully.

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

#### **(22) What information do we collect?**

We may collect, store and use the following kinds of personal information:

- (a) Information about your computer and about your visits to and use of this website including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation;
- (b) Information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services;
- (c) Information that you provide to us for the purpose of registering with us;
- (d) Information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters; and
- (e) Any other information that you choose to send to us;

Before you disclose to us the personal information of another person, you must obtain that person's consent to both the disclosure and the processing of that personal information in accordance with the terms of this privacy policy.

#### **(23) Cookies**

Our policy relating to Cookies is described in our terms and conditions section (20) and can be found here at the bottom of the site.

#### **(24) Using your personal information**

Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use your personal information to:

- (a) Administer the website;
- (b) Improve your browsing experience by personalizing the website;
- (c) Enable your use of the services available on the website;
- (d) Send you goods purchased via the website, and supply to you services purchased via the website;
- (e) Send statements and invoices to you, and collect payments from you;
- (f) Send you general (non-marketing) commercial communications;
- (g) Send you email notifications, which you have specifically requested;
- (h) Send you marketing communications relating to our business or the businesses of carefully selected third parties, which we think, may be of interest to you, by post or by email or similar technology;
- (i) Provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
- (j) Deal with enquiries and complaints made by or about you relating to the website;
- (k) Keep the website secure and prevent fraud; and
- (l) Verify compliance with the terms and conditions governing the use of the website.

Where you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the license you grant to us.

If you do not agree to the Privacy Policy of the site, you should cease using it with immediate effect.

We will not, without your express consent, provide your personal information to any third parties for the purpose of direct marketing.

#### **(25) Disclosures**

We may disclose your personal information to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this privacy policy.

We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes set out in this privacy policy.

In addition, we may disclose your personal information:

- (a) To the extent that we are required to do so by law;
- (b) In connection with any ongoing or prospective legal proceedings;
- (c) In order to establish, exercise or defend our legal rights (including providing information to others for

the purposes of fraud prevention and reducing credit risk); and

(d) To the purchaser (or prospective purchaser) of any business or asset that we are (or are contemplating) selling.

Except as provided in this privacy policy, we will not provide your information to third parties.

**(26) International data transfers**

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

Information, which you provide, may be transferred to countries including Australia, UK and United States of America.

In addition, personal information that you submit for publication on the website will be published on the Internet and may be available, via the Internet, around the world. We cannot prevent the use or misuse of such information by others.

You expressly agree to such transfers of personal information.

**(27) Security of your personal information**

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on our secure (password- and firewall-protected) servers. All electronic transactions entered into via the website will be protected by encryption technology.

You acknowledge that the transmission of information over the Internet is insecure, and we cannot guarantee the security of data sent over the Internet.

You are responsible for keeping your password and other login details confidential. We will not ask you for your password except when you log in to the website.

**(28) Policy amendments**

We may update this privacy policy from time to time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

**(29) Your rights**

You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to:

(a) The payment of a fee (currently fixed at AUD 20); and

(b) The supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank).

We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes by sending an email to us at [clientservices@rubberdesk.com](mailto:clientservices@rubberdesk.com). In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt out of the use of your personal information for marketing purposes.

**(30) Third party websites**

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

**(31) Updating information**

Please let us know if the personal information, which we hold, about you needs to be corrected or updated.

**(32) Contact**

If you have any questions about this privacy policy or our treatment of your personal information, please write to us by email to [clientservices@rubberdesk.com](mailto:clientservices@rubberdesk.com).