



## Privacy Policy

### Legal

In these terms and conditions, “we” “us” and “our” refers to Rocktivity Mining Pty Ltd (Rocktivity). Your access to and use of all information on this website including purchase of our product/s is provided subject to the following terms and conditions.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

### Terms of Use

The following describes the terms under which you may access and use our website located at [www.vacuvane.com.au](http://www.vacuvane.com.au) as well as use any information posted on the Rocktivity Website. By accessing the website, you are agreeing to be bound by the terms of this Agreement. If you do not agree with the terms and conditions set out in this Agreement you may not access or use the Rocktivity Website or any information contained on the Rocktivity Website.

The terms and conditions set out in this Agreement may be changed from time to time. It is your responsibility to check for such changes. If you do not agree with any amendment you must stop using and accessing the Rocktivity Website

### Limited License

You are granted a limited license only to display and print information contained on the Rocktivity Website for your own personal, non-commercial use. You may not otherwise reproduce, modify, republish or disseminate any information contained on the Rocktivity Website in any manner or form whatsoever.

### No Warranty

The website and all information contained thereon is provided "as is" and "as available" and is used by you at your sole risk. Rocktivity makes no express or implied warranties, conditions or representations whatsoever, and specifically disclaims the same including without limitation, any warranties, representations or conditions of merchantability or fitness for a particular purpose including those implied by statute. The software and website may contain bugs, errors, problems or other limitations. Rocktivity assumes no liability or responsibility for any such bugs, errors, problems or limitations in its software or the content of the website.

Rocktivity does not guarantee and disclaims all liability for the quality, accuracy, completeness or timeliness of any information contained on the Rocktivity Website. Rocktivity makes no commitment and disclaims any duty to update any information contained on the Rocktivity Website. Any information contained on the Rocktivity Website may be changed at any time without notice.

### Disclaimer of Liability

In no event shall Rocktivity be liable for any direct, special, indirect, incidental or consequential damages or loss of profits, arising out of or in connection with the use or inability to use the Rocktivity website or any use or reliance on any information contained on the Rocktivity website however arising, including without limitation any lost data, lost business profits, business interruption, personal injury or any other pecuniary loss, whether in an action on contract, negligence or otherwise, even if Rocktivity has been informed of the possibility thereof.

## **Product Descriptions**

We strive to ensure that our products are described as accurately as possible on our website, however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.

Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour nor that any given image will reflect or portray the full design or options relating to that product.

## **Hyperlinks**

This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

## **Intellectual Property Rights**

The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.

All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

## **Disclaimers**

Whilst we have taken all due care in providing the information on our website, we do not provide any warranty either express or implied including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.

We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.

## **Limitation of Liability**

If you are not a consumer within the meaning of *Schedule 2 of the C&C Act*, then this clause applies to you. If you are a consumer within the meaning of *the C&C Act*, then this clause has no effect whatsoever to in any way limit our liability or your rights. If you are not a consumer:-

- a. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.
- b. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.
- c. We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with Us.
- d. We do not participate in any way in the transactions between our users.

## **Indemnity**

By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

## **Jurisdiction**

These terms and conditions are to be governed by and construed in accordance with the laws of Western Australia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Western Australia and you agree to submit to the jurisdiction of those Courts.

If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

## **Privacy**

We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.