1. **General:**

Thank you for visiting our website, operated by e-par Pty Limited. By accessing, browsing, using or purchasing from the epar Store (Website) you signify your acceptance of these terms and conditions (Terms). If you do not agree with any part of these Terms, you must not access, browse, use or purchase from our Website.

1. **Definitions:**

* "Seller, we, us or our" means e-par Pty Limited (ABN 63 125 454 015).
* "Buyer, you, your or user" means any person, body corporate or entity which purchases, orders or uses Products or Content.
* "Products" means all documents or other deliverables, in whatever form, provided by the Seller to the Buyer or to be delivered by the Seller to the Buyer.
* "Content" refers collectively to all Products and publicly accessible website content including data, text, images, sounds, videos, and animations relating to Products and/or industry information, product previews and reviews, EHS news, and blog posts.

1. **Website content and access:**
2. There may be times when our Website is unavailable, and we cannot guarantee that our Website is secure, free from viruses, errors, interruptions or free from anything else which may damage any computer which accesses our Website or any data on such a computer. If you do not agree to any part of these Terms, you must not access, browse, use, or purchase from our Website.
3. While we take reasonable care in preparing and maintaining the Website, Content and Products, to the maximum extent permitted by law, we do not warrant or guarantee the accuracy, reliability, adequacy, completeness, fitness for a particular purpose, or suitability of any of the Content. Our Content does not take into account your specific needs, objectives or circumstances, and it is not a substitute for professional advice. Our Content is provided “as is” with all faults, whether or not the Content is modified by the user.
4. Only you are aware of the purpose for which a Product or information will be used. Therefore, we cannot guarantee any Product ordered will be suitable for your particular needs or is fit for a particular purpose.
5. To the maximum extent permitted by law, we make no express or implied representations or warranties of any kind related to our Website or the Content. To the maximum extent permitted by law, you agree to indemnify and hold us and our related entities, harmless against any liability, arising either directly or indirectly from, or in connection with, the use of, or reliance on, our Website or Content; a breach of these Terms; or a breach of any applicable laws. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. We will not incur any Liability before enforcing a right of indemnity under these Terms.
6. Our Website and Content may contain links to other websites or may reference content generated by other people. We do not take any responsibility for any websites or content of third parties.
7. The Products you order through our Website will be delivered electronically to you within a reasonable time upon the receipt of payment. The delivery instructions and receipt of payment will be provided to you by email.
8. Our Website and Content is subject to change at any time without notice.
9. The user acknowledges and agrees that:
10. e-par Pty Limited may hold users’ contact details for the purposes of completing an order or for contacting the user concerning its dealings with e-par Pty Limited;
11. All Content on this site remains the property of e-par Pty Limited and unauthorised use, copying, sharing or distribution of content or material by the user is prohibited;
12. In the event a Product is listed at an incorrect price or with an incorrect description, epar reserves the right to refuse or cancel an order.
13. If you do not agree with these Terms, then your sole remedy is to discontinue the use of the Content and Website.
14. **Licence to use our Website:**

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Website in accordance with these Terms.

1. **Intellectual property rights:**
2. We, together with our licensors, own and control all the copyright and other intellectual property rights in our Website and the Content (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on the Website) and all the copyright and other intellectual property rights in our Website and Content are reserved.
3. You may view our Website in a web browser and print pages from our Website for your own personal purposes (as reasonably contemplated by these Terms), but you must not use our Website for any other purposes. Except, as we have expressly permitted in these Terms, you must not:
4. Edit or otherwise modify any Content on our Website;
5. Unless you own or control the relevant rights in the Content, republish Content from our Websites (including republication on another website), rent, lease, distribute, licence, sublicence, sell, reproduce, circulate, retransmit, transfer, assign, distribute, disseminate, or otherwise provide access to or commercially exploit the Content on our Website; and
6. Cause any of our Content to be framed or embedded in another website or platform or create derivative works from our Content.
7. Your use of our Website and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Website or our Content. Our logo and those of our products are trademarks of e-par Pty Limited or its affiliates and unauthorised use is prohibited.
8. **Competitors are excluded from using our Website and Content:**
9. You are prohibited from using our Website, including our Content, in any way that competes with our business.
10. If we determine that you have breached these Terms, to the full extent permitted by law, then you agree that we may recover from you any incurred loss or damages including:
11. Any revenue you have gained through the unauthorised use of our Content;
12. Any revenue we have lost as a result of the unauthorised use of our Content;
13. The costs of our investigation into the unauthorised use of our Content; and
14. The costs of recovering the unauthorised Content, lost revenue, and the revenue you gained.
15. **Refund Policy:**

See our Refund Policy.

1. **Licence Terms for Products:**
2. By agreeing to these Terms, you understand that you are purchasing a single-user licence for any Product at the time of purchase. The licence is not exclusive and is not transferable.
3. Products cannot be forwarded to a third party for their use or resold for any reason whatever without written permission from e-par Pty Limited.
4. Any e-par Pty Limited resellers are required to obtain a separate licence to supply e-par Pty Limited Products to a third party.
5. **Warranties:**
6. Under applicable law (including, without limitation the Competition and Consumer Act 2010 (Cth) (CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) will be implied into these Terms (Non-Excluded Guarantees).
7. We acknowledge that nothing in these Terms purports to modify or exclude the Non-Excluded Guarantees.
8. Except as expressly set out in these Terms or in respect of the Non-Excluded Guarantees, we make no warranties or other representations under these Terms including but not limited to the quality or suitability of the Products for specific sites. Our liability in respect of these warranties is limited to the fullest extent permitted by law.
9. If the Buyer is a consumer within the meaning of the CCA, our liability is limited to the extent permitted by section 64A - Schedule 2.
10. If we are required to replace the Products under this clause or the CCA but are unable to do so, we may refund any money the Buyer has paid for the Products.
11. If the Buyer is not a consumer within the meaning of the CCA, our liability for any defect or damage in the Product will be negated absolutely.
12. To the extent permitted by law, we will not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
13. The Buyer using the Products for any purpose other than that for which they were designed;
14. The Buyer failing to conduct on-site auditing and/or identifying site-specific risks;
15. The Buyer failing to appropriately modify the Product to site-specific risks, hazards or other conditions;
16. A third party failing to accept or approved the Product as suitable for the third parties’ use;
17. The Buyer continuing the use of any Product after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
18. The Buyer failing to follow any instructions or guidelines provided by Us; and
19. The Buyer failing to obtain professional advice regarding specific use of the Product.
20. **Product Updates and General News:**
21. Periodically e-par Pty Limited will send out information regarding new Product releases and pertinent industry information.
22. You can opt-out at any time, by clicking on the opt-out link at the bottom of each email.
23. **Privacy statement:**
24. We respect your privacy.
25. When you enter information into our site (contact us, sign-up, or purchase a product), the information is stored on our host's secure servers. We receive email notification about your order/request, but your payment (credit card) information is not transmitted via an insecure method, or via email.
26. Our site uses cookies to enhance your experience with us - saves you from having to enter your information on our site twice.
27. Your information is held in a secure environment.
28. We have a separate Privacy Policy and you can view that from our Home Page.
29. If you have any questions, comments, and concerns about privacy then please do not hesitate to contact us.
30. **Limitation of Liability:**
31. To the maximum extent permitted by law, we and our related entities excludes completely all liability whatsoever for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) however caused (including negligence) arising out of or in connection with the Website (including any use, performance of, interruption to, or outage of, our Website); the Content (including if our Content is incorrect, incomplete or out-of-date) and any loss or corruption of data.
32. By using our Website, you agree that the exclusions and limitations of liability set out in these Terms are reasonable.
33. **Updating Content and Terms:**
34. We may update these Terms, any of the policies referred to in these Terms or any of the features of our Website without notice by posting a new version on our Website.
35. Our Content is subject to change at any time without notice.
36. You should check our Website regularly to ensure you are familiar with any changes.
37. **General Legal Terms:**
38. e-par Pty Limited is an Australian company. These Terms are governed by the laws of New South Wales, Australia and you agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia irrespective of where you are located.
39. If any provision of these Terms is held to be invalid, illegal, or unenforceable that provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable and the remainder of the Terms shall be construed in a manner as to give the greatest effect to the original intention.
40. You may not assign, sublicence or otherwise transfer any of your rights under these Terms.
41. You agree to use your best endeavours to resolve any dispute arising out of or relating to these Terms, with us, before resorting to any external dispute resolution process. Please notify us in writing of any dispute you may have;
42. Any notices to us, and any questions, concerns or complaints relating to our Website must be in writing and addressed to e-par Pty Limited, Suite 2, 118 Belford Street, Broadmeadow NSW Australia 2292 or by email to info@epar.com.au.