



Terms and Conditions
CMBM Facility Services Pty Ltd

Introduction

The Terms of Use of the CMBM Facilities Services website (www.cmbm.com.au) includes these Terms and Conditions, the Privacy Policy and any other terms and conditions that appear in or are linked to the CMBM Facilities Services website (Additional Terms and Conditions).

The Additional Terms and Conditions that appear on the CMBM Facilities Services website will govern your use of, and access to, certain sections of the CMBM Facilities Services website where they appear. Since these Additional Terms and Conditions form part of the Terms of Use you are bound by them and should review them wherever they are relevant to you when using the CMBM Facilities Services website.

Website content and access

While CMBM Facilities Services endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law, CMBM Facilities Services disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

CMBM Facilities Services does not guarantee that access to the CMBM Facilities Services website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the CMBM Facilities Services website or any data on such a computer.

Limitation of liability

To the maximum extent permitted by law, CMBM Facilities Services 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 content and the use or performance of the CMBM Facilities Services website.

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Where the law implies a warranty into these Website Terms and Conditions which may not lawfully be excluded, CMBM Facilities Services' liability for breach of such a warranty shall be limited at its option, to any one or more of the following:

- (a) in the case of goods, to anyone it determines of the following: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and
- (b) in the case of services, to either supplying the services again or payment of the cost of having the services supplied again.

Intellectual property

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks, are the property of CMBM Facilities Services and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation only provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of CMBM Facilities Services.

Save for the above, and unless expressly granted, CMBM Facilities Services does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the CMBM Facilities Services website or in the user interface of the CMBM Facilities Services website.

Submissions

Any material you send to us on or via the CMBM Facilities Services website will be deemed to be non-confidential and non-proprietary. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use such material for any purpose without compensation to you.

Third party websites

The CMBM Facilities Services website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, CMBM Facilities Services does not control, endorse, sponsor or approve any such third party websites or their content nor does CMBM Facilities Services provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

Links to CMBM Facilities Services website

If you wish to establish a link to this website, you must first seek approval from CMBM Facilities Services. To seek approval, please contact your account manager. If you don't have one or are unsure, please email CMBM Facilities Services' marketing team.

The following information will be required to assess your request:

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- the URL of the website that you seek to establish a link from
- a brief description of your website
- the reason that you wish to establish a link.

If CMBM Facilities Services agrees to your proposed link, you must comply with any terms and conditions imposed by CMBM Facilities Services as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact CMBM Facilities Services and provide a new description of your website.

Interference with website

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the CMBM Facilities Services website.

Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the State of Queensland, Australia. In the event that a dispute arises from these Website Terms and Conditions, you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

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