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## Terms of Use – Gatic® Website

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Please read these Terms of Use carefully. It is a legally binding agreement between you and Iplex. It applies to our provision, and your use, of the website and to the services that we provide through the website. We agree to you accessing the website on the basis that you have accepted these Terms of Use, and in consideration for that acceptance. If you access or use any part of our website then you are deemed to have read and understood, and unconditionally agree to be bound by and accept, the Terms of Use and any of our linked policies (including our [Privacy Policy](#)). We may vary these Terms of Use at any time and by continuing to use the website you consent to any variations. It is your responsibility to regularly check these Terms of Use for any variations.

### Information on the Website

Thank you for your interest in Iplex.

The website provides general information to promote our business and its goods and services including allowing users to search for and download product information and catalogues on the Gatic® product range (**Services Description**).

You agree and acknowledge that you have a non-exclusive, non-assignable, non-sublicensable, revocable right to access the website for the Services Description.

All information on this website is provided **for information purposes only** in connection with the Services Description. While Iplex endeavours to publish accurate information on this website, it gives no warranty as to the accuracy or completeness of the information published or provided arising from use of the website.

Iplex reserves the right to make changes to this website and any information published on this website at any time, without notice, and excludes all liability for these changes.

This website and all information contained on it, may contain comments, opinions or suggestions from third parties (including industry associations or distributors of Iplex). Those comments, opinions or suggestions are those of the relevant third party and may not necessarily represent the comments, opinions or suggestions of Iplex.

You must only use the website in good faith for the purpose of the Services Description, as permitted by these Terms of Use. You must not do or authorise the commission of any act that would or might invalidate or be inconsistent with Iplex’ intellectual property rights in the website. Without limitation you must not, under any circumstances, sell or resell access to the website or copy or duplicate the website or any content you obtain via the website.

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Iplex reserves the right to accept or reject any person's access to the website, or prevent your access to the website, at any time at its sole discretion.

You must be over the age of 18 years to access the website.

You use the website at your own risk.

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Any advice, recommendation, information or assistance provided by Iplex via the website is provided in good faith and for information purposes only, relying upon the accuracy and completeness of information provided by the user, for the promotion of Iplex goods and services. It is provided without any liability by Iplex whatsoever.

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You must pay all costs associated with accessing the website including internet access costs and equipment costs.

### **Privacy**

Iplex will only share and use your personal information in accordance with its current [Privacy Policy](#). By using the website, you consent to Iplex sending future marketing materials to you including by electronic messages.

### **Products**

Products appearing on this website are subject to availability. Iplex retains the right to alter, upgrade or discontinue any product contained on this website at any time without notice.

As product specifications may change without notice, you should always contact your Iplex Sales Representative for the most up-to-date information.

### **Links to and from other sites**

Where appropriate, Iplex offers links to other websites or social media pages that may contain certain product or customer information. Iplex does not warrant that the information obtained from those sites or any other feature of those sites is accurate.

The linked sites included in this website are not under the control of Iplex and Iplex is not responsible for the content of any linked site or any link contained in a linked site, or changes or updates to such sites. Iplex is providing these links to use as a convenience. The inclusion of any link does not imply endorsement by Iplex of the site or a relationship with the organisations to which links are provided.

You must not create a hyperlink to this website without our express written permission. If you do create a hyperlink to this website, you are responsible for all losses Iplex or any of its related bodies corporate may suffer as a result of that link, whether direct or indirect. Linking to this website is at your own risk.

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You grant Iplex a license on an irrevocable, non-exclusive, royalty-free, worldwide basis to use, store, process, publish and disclose all content you introduce into the website for any purpose including provision of the website and issuing you with product selection information for your pipeline installation.

You agree that any intellectual property rights in any comments that you may provide to us in connection with the website or requests or suggestions for new website features become Iplex' sole and exclusive property immediately upon you providing the suggestion to Iplex, and you hereby assign all intellectual property rights in all and any such suggestions to us effective as soon as you provide them.

### **Exclusions and User Indemnity**

To the maximum extent permitted by law, Iplex is not liable for:

- any loss or damage (including loss or damage for personal injury or death, financial loss or any other type of loss or damage) associated with your use of the website or any failure of a communication sent via or in connection with the website;
- for any loss of profit, loss of revenue, loss of use, loss of business, loss of opportunity, loss of goodwill, damage to credit rating, loss of production, business interruption or any remote, abnormal or unforeseeable loss however it arises or any kind of indirect, special or consequential loss or damage.

You agree to indemnify Iplex against any loss incurred by Iplex in relation to your failure to comply with these Terms of Use and/or third party claims received by Iplex arising as a result of your use of the website.

### **Miscellaneous**

These Terms of Use are governed by and construed and enforced in accordance with the laws of the State of New South Wales, Australia. You agree to submit to the jurisdiction of the courts located in the State of New South Wales for resolution of all disputes arising from, concerning, or related to these Terms of Use and/or your use of the website.

If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use will continue in full force.

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#### **Contact Information**

For information about how to contact Iplex, please visit the [Iplex website](#).

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