

# Terms of use

[last updated 1 July 2020]

This website and our associated social media pages are made available by OurEcoClean. Our contact details are set out below.

This website and our social media pages are designed to let you know more about our products and where you can purchase them.

By using our website or social media pages you are agreeing to be automatically bound by -

- these terms of use
- our [product disclaimer](#)
- our [privacy policy](#) and
- our [e-commerce terms](#)

which collectively form the entire agreement between you and us in respect of your use of this website and social media pages. In our terms and conditions, a reference to our website is intended to include our social media pages.

We encourage you to carefully read and understand these terms before using our website or purchasing our products. If you don't agree, your remedy is to stop using our website.

We may update our terms from time to time and the new provisions will apply from the date our terms are updated and published on our website.

## Feedback, comments, or complaints

If you have any questions, please contact us and we will usually respond to all enquiries within five business days.

<b>Contact us:</b>	Our Eco Clean Pty Ltd ABN 50 158 543 358
	Unit 5, 21 Production St, Noosaville Qld 4566
	sales@ourecoclean.com.au
	1300 687 326

## Saving your Login details

For people who purchase products from us on a regular basis, where we provide the option of saving your login details in our shopping cart; to save details, you must be more than 18 years old. If you are the parent or guardian of a minor who wishes to access our products, you must set up the account on their behalf and supervise their use.

When saving your login details, you agree:

- to provide true and correct details;
- to keep your username and password secure and confidential and not to share your access with anyone else;
- to accept electronic communications from us (you may unsubscribe from these at any time);
- to keep your contact details up to date (we will not be responsible for misdirected orders);

- to contact us if you believe that your account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity or security breach.

### **Promoted Services - disclaimer**

If we promote third party products or services via our website it is because -

- we are an authorised supplier of those products or services
- we were paid to advertise those products or services
- we received support or sponsorship to promote those products or services or
- we may gain a benefit from promoting those products or services to you.

You must exercise your own judgment based upon your own personal circumstances before purchasing third party products or services.

### **Links disclaimer**

This website may contain links to other websites (Linked Sites). The Linked Sites are not under our control and we are not responsible for the contents of a Linked Site. We are not responsible for any form of transmission received from any Linked Site. Links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement of the website, or any association with its operators.

### **Copyright, Trade Marks and other Intellectual Property**

Just because you can see it on our website does not mean you can copy it.

“OurEcoClean” and logo are our proprietary trademarks, whether registered or not.

#### **Permission**

You may access, download, or print material from our website for your personal use only. Sharing without prior permission is expressly prohibited. You are not permitted to use our trademark or copyright material for commercial profit of any sort. This means you cannot resell our products or copyright material without our express written permission.

Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website content or our intellectual property.

You MUST NOT use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part, except as expressly authorised by us. You agree not to change or delete any copyright, trademark or other proprietary notice from materials downloaded from our website.

Please contact us on the details above if you require permission to reproduce any of the contents of this website.

#### **Our Rights**

OurEcoClean owns the intellectual property rights in the content of this website, including trademarks and formula for our products, or has appropriate permission to use or display the material on this website. We make this content available for your personal use and the use of potential purchasers to learn more about our products. Any material we post on social media can be re-posted within the same platform (subject to the rules of that platform) for the purpose of sharing information about our products, and for no other purpose.

The names of actual companies and products mentioned on this website may be the trademarks of their respective owners. Any example companies, organisations, products, people and events depicted on this

website are fictitious, unless identified as a case study. No association with any real company, organisation, product, person, or event is intended or should be inferred, unless it is a case study.

### **Rights infringement**

If we believe you have infringed our intellectual property rights, we will contact you and ask you to stop.

If you believe that there is material on our website that infringes third party intellectual property rights, please contact us on the details above with sufficient information to enable us to determine who is the owner of the intellectual property and to form the reasonable belief that there has been an infringement, then we will remove it from our website.

Be aware that you may be sued if you knowingly make any misrepresentations when providing information to us about intellectual property infringement.

### **Social Media**

We expect you to behave in a mature and respectful way when using or referring to our social media pages. We may remove people, posts or comments from our social media pages if, in our sole discretion, we deem the material posted or the behaviour of that person to be inappropriate. We do not guarantee that we will monitor our social media pages.

Any information you post on social media becomes publicly available, subject to your account privacy settings. We recommend that you be mindful of what personal information you share on our social media pages.

### **No unlawful or prohibited use**

As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms of use. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party's use and enjoyment of this website. You agree not to hack into areas of this website that are not intentionally made available to you.

You expressly agree not to -

- engage in any unlawful or immoral acts, or acts which are in violation of these terms of use
- add malicious code to our website which may affect to our website or may disrupt the ordinary operation of the website
- decompile, reverse engineer, or try to copy or imitate this website or underlying content
- use our social media as a lead generation tool for the benefit of your own business, or to manufacture "lists" in order to help your own business
- engage in any internal or external spamming, or other similar actions.

### **Security**

We make reasonable efforts to maintain the security of our website, however, we do not guarantee that security. We accept no liability for any computer virus or technological problems arising from your use of our website that we do not intentionally cause or that are beyond our control. You are encouraged to install and maintain up-to-date security software on your computer.

Continuous accessibility to the website is dependent upon third party services. As a result, the website may be inaccessible from time to time.

### **Limitation of liability**

We will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of applicable consumer law.

This limitation of liability applies to the fullest extent permitted by law and will survive any termination or expiration of this agreement or your use of this website.

## **Indemnity**

You agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:

- your unauthorised use of this website, or products included or advertised on this website
- your breach of these terms and conditions.

## **Applicable law**

This agreement is governed by the laws of Australia and you consent to the jurisdiction and venue of courts within the state, territory or region of Australia of our business address in all disputes arising out of or relating to the use of this website or our products.

You may provide notice to us through the contact page of our website or otherwise by email sent to the email address set out above. We may provide notice to you via email provided at the time of purchase, or by other electronic means.

The *United Nations Conventions for the International Sale of Goods 1980* (Vienna Convention), is expressly excluded from the sale of goods made via this website.

Use of this website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation this paragraph. If you are resident in a jurisdiction where the use of our products or this website is unauthorised, it is your responsibility to stop using our products or this website.

## **Validity**

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then that provision will be removed and the remainder of the terms and conditions will continue in effect.

End.