

### Terms of Use Agreement

Please review the following basic rules and conditions that govern your use of this Website (the "Agreement"). Please note that your use of this Website constitutes your agreement to follow and be bound by these rules and conditions.

#### 1. GENERAL

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#### 2. SITE CONTENTS

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### 3. DOWNLOAD POLICY

Upon selection of the download or newsletter subscription, an email will be sent to your email address. Upon receipt of this email you will be provided with confirmation link. When you click on the link you will be able to login to the KATOPA HOLDINGS Pty. Ltd. registered user area, where you may view or download newsletters and client resource documents. You must click on the confirmation link provided to you within seven (7) days of receipt of your email link. If you experience any difficulty in downloading your file please contact [service@cbdmechelec.com.au](mailto:service@cbdmechelec.com.au)

### 4. FREE DOCUMENT DOWNLOADS

Unless otherwise noted all free documents and downloads are for your own personal use, and are not to be reproduced or changed in way, you may however, print a copy for your own personal records.

### 5. LINKS TO OTHER WEB SITES AND SERVICES

To the extent that this Website contains links to outside services and resources, the availability and content of which KATOPA HOLDINGS Pty. Ltd. does not and cannot control. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular outside service or resource. No liability is accepted by KATOPA HOLDINGS Pty. Ltd. for another party's website or link.

### 6. DISCLAIMER

This site and all contents of the site are provided on an "as is" basis without warranties of any kind, either express or implied, including without limitation warranties of title or implied

warranties of merchantability or fitness for a particular purpose. You acknowledge, by your use of the site and the products, that your use of the site and products is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of our site and products, and that KATOPA HOLDINGS Pty. Ltd. shall not be liable for any damages of any kind related to your use of this site and products.

### 7. INDEMNIFICATION

You agree to defend, indemnify and hold KATOPA HOLDINGS Pty. Ltd. harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of KATOPA HOLDINGS Pty. Ltd. or the products offered herein.

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The trademarks, logos, and service marks ("Marks") displayed on the Site are the property of KATOPA HOLDINGS Pty. Ltd. and other parties. Copyright remains with the owners. Users are prohibited from using any Marks without the written permission of KATOPA HOLDINGS Pty. Ltd. or such third party that may own the Marks.

### 9. GOVERNING LAW/JURISDICTION

Unless otherwise specified, this Website and the contents thereof are displayed for the purpose of promoting KATOPA HOLDINGS Pty. Ltd. products and services available in Australia and its Territories.

This Agreement shall be construed in accordance with the laws of the State of New South Wales, Australia, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be mediated and resolved exclusively by the Court of the State of New South Wales and Federal Courts of Australia. Both parties agree to submit to the non-exclusive jurisdiction of the Courts in the State of New South Wales, Australia.

### 10. TERMINATION

This Agreement is effective unless and until terminated by either you or KATOPA HOLDINGS Pty. Ltd.. You may terminate this Agreement at any time by notice in writing. KATOPA HOLDINGS Pty. Ltd. also may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Website, if in KATOPA HOLDINGS Pty. Ltd. sole discretion, you fail to comply with any term or provision of this Agreement. Upon any termination of this Agreement by either you or KATOPA HOLDINGS Pty. Ltd., you must promptly destroy all non-licensed materials and/or instructions in electronic or hard copy format downloaded or otherwise obtained from this Website, as well as all copies of such materials, whether made under the terms of this Agreement or otherwise.

This Agreement will terminate immediately and without notice from KATOPA HOLDINGS Pty. Ltd. if in KATOPA HOLDINGS Pty. Ltd. sole discretion you fail to comply with any term or provision of this Agreement. Upon termination, you must destroy all materials obtained from this Site and all copies thereof, whether made under the terms of this Agreement or otherwise. In the event of termination, you are no longer authorized to access the Registered User Area of KATOPA HOLDINGS Pty. Ltd., and the restrictions imposed on you with respect to Materials downloaded from the Registered User Area of KATOPA HOLDINGS Pty. Ltd. and the disclaimers and limitations of liabilities set forth in this Agreement shall survive.

### 11. PRIVACY POLICY / CONFIDENTIAL INFORMATION

Whenever you visit our site, our servers automatically record information about your usage of the Network such as the time of the visit, its duration and the pages which you visit. This is intended to help us to understand what parts of our Network our users enjoy the most, and to help us to ensure that any advertising is most directly relevant to your interests. The information we collect about you remains anonymous, and we do not link it to any other personal information. When you first register with KATOPA HOLDINGS Pty. Ltd. we collect information from you directly and also from time to time thereafter if you provide us additional information.

KATOPA HOLDINGS Pty. Ltd. only collects information from your use of our Network. We do not collect information about you from other organizations or from websites outside the Network that you may visit.

Surveys show that most internet users are concerned about their privacy, want to keep control of their personal information, and do not trust many of the web sites which they visit. In fact, research shows around a third of internet users give false information online rather than saying who they really are.

KATOPA HOLDINGS Pty. Ltd. will not use or disclose any information about you without your consent, or access your communications on our websites, unless:

- Required by law.
- We believe it necessary to provide you with a service which you have requested.
- To implement our terms of use.
- To protect the rights or property of KATOPA HOLDINGS Pty. Ltd., any KATOPA HOLDINGS Pty. Ltd. user, or any member of the public.

KATOPA HOLDINGS Pty. Ltd. and its affiliates recognise the trust you place in us when you give us personal information. In order to operate the website or deliver a service you have requested we may sometimes share your personal information with an affiliate or with a service.

We will not give any of your personal information to advertisers or any other organisation without your express consent. For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's website.

[Click here](#) to read our full [privacy policy](#)

## 12. MISCELLANEOUS

If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between the parties relating to the matters contained herein.

KATOPA HOLDINGS Pty. Ltd. may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound.

If you have any enquiries regarding our Terms of Use Agreement, please [click here to contact us](#).