

Terms of Use

1. About the Website

1.1. Welcome to the Hastings Deering website (the 'Website'). These terms and conditions (the 'Terms') apply to the use of the Website, including the use of the information offered on this Website

1.2. The Website is operated by Hastings Deering (Australia) Limited ABN 49 054 094 647 ('Hastings Deering'). Access to and use of the Website is provided by Hastings Deering. Please read these Terms carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website immediately.

1.3. Hastings Deering reserves the right to review and change any of the Terms by updating this page at its sole discretion. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. If you do not accept these Terms, you must refrain from using the Website.

3. Your obligations

As a user of the Website ("User"), you agree to comply with the following:

- a) you will take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. Except as required by law, Hastings Deering does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Website;
- b) you will not interfere with, disrupt, or create an undue burden on the Website;
- c) you will not use the Website for any illegal and/or unauthorised use;
- d) you will have sole responsibility for protecting the confidentiality of your registration and / or login information, you must not permit any other person to use your registration and / or login information.

4. Copyright and Intellectual Property

4.1. The content of the Website and all of the related products of Hastings Deering and Caterpillar Inc. are subject to copyright. The material on the Website (including text, graphics, photographs and logos) is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) are owned or controlled for these purposes, and are reserved by Hastings Deering or its contributors.

4.2. You must not, without the prior written permission of Hastings Deering and the permission of any other relevant rights owners:

- a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website or from any information obtained from this Website, including in association with any third party websites; or
- b) commercialise any information, products or services obtained from any part of this Website.

4.3. You must not use any content from the Website in a manner that suggests that you are approved by or affiliated with Hastings Deering or Caterpillar Inc.

4.4. This Website includes trademarks owned by Hastings Deering (or its licensors). You must not use any of Hastings Deering's or its licensors' trademarks.

5. Privacy

5.1. Hastings Deering takes your privacy seriously and any information provided through your use of the Website is subject to Hastings Deering's Privacy Statement and Privacy Policy. Our full Privacy Policy can be found here: [Hastings Deering Privacy Policy](#).

5.2. If you upload or otherwise provide any information or content for the purpose of, or in the course of accessing or using the Website, you agree with the terms of Hastings Deering's Privacy Statement.

5.3. When you view our advertisements on a third party website, the advertising company uses 'cookies' and in some cases 'web beacons' to collect information such as the server your computer is logged on to, your browser type, the date and time of your visit and the performance of their marketing efforts. When you access our Website after viewing one of our advertisements on a third party website, the advertising company collects information on how you utilise our Website (e.g. which pages you view and whether you proceed to obtain services from us).

5.4. We use 'cookies' to provide you with a better and more customised service and with a more effective website. A 'cookie' is a small text file placed on your computer by our web page server. A cookie can later be retrieved by our webpage servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your internet browser. We use cookies for different purposes such as: to allocate a unique number to your internet browsers, to customise the Website for you, for statistical purposes, to identify if you have accessed a third party website and for security purposes. You are not obliged to accept a cookie, and you can modify your browser so that it will not accept cookies. However, if you do so this may affect your browsing experience and certain functions within the Website may not work.

5.5. Your IP address is the identifier for your computer when you are using the internet. It may be necessary for us to collect your IP address for your interaction with various parts of our Website.

5.6. When you send a completed online form or provide information through our Website to us, we retain the information you have sent us. We are able to then use that information to provide any services that you require, for direct marketing, and for any other purpose disclosed in our Privacy Policy. You can also suspend and save the online form, so you can complete and send the form at a later time. If you suspend or save your form, the information that you have entered will be retained in our systems so that you may recover the information when you resume your form. Online forms that have been suspended or saved may be viewed by us.

5.7. The security of your information is very important to us. We regularly review developments in security and encryption technologies. Unfortunately, no data transmission over the internet can be guaranteed as totally secure. We take reasonable steps to preserve the security of cookie and personal information in accordance with our Privacy Policy, however we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. If your browser is suitably configured, it will advise you whether the information you are sending us will be secure (encrypted) or not secure (unencrypted).

6. External Websites

6.1. By agreeing to these Terms, you agree to the terms of any third party websites linked through this Website.

6.2. You agree that any products and/or services ordered by you via the Website or associated third party websites and supplied by Hastings Deering are subject to the applicable Terms and Conditions for the Sale of Goods and Services by Hastings Deering as amended from time to time, to the exclusion of any other terms and conditions.

7. General Disclaimer

7.1. While Hastings Deering endeavours to take reasonable care in preparing and maintaining the information on this Website or exchanged with you via this Website ("Content"), it does not warrant the accuracy, reliability, adequacy or completeness of the Content. You acknowledge and accept that the Content may include technical inaccuracies and typographical errors. The 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.

7.2. You should make your own enquiries before acting or relying on any information or material which is made available to you pursuant to the Website.

7.3. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them), which by law may not be limited or excluded.

7.4. Subject to this clause, and to the extent permitted by law: (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and (b) Hastings Deering will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with these Terms whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

7.5. Use of the Website and Content is at your own risk. The Content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, contractors, agents, contributors and licensors of Hastings Deering make any express or implied representation or warranty about the Content. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- b) the accuracy, suitability or currency of any Content or any related products (including third party material and advertisements on the Website);
- c) costs incurred as a result of you using the Website, the Content or any of the products supplied by Hastings Deering; and
- d) operation in respect to links which are provided for your convenience.

8. Governing Law

8.1. These Terms are governed by and will be construed in accordance with the laws of the State of Queensland, Australia, without reference to conflict of laws principles. Both Hastings Deering and you irrevocably submit to the exclusive jurisdiction of the courts of that State.