

## Website terms and conditions

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions.

Additional Terms and Conditions on the Website may govern the use of or access to certain sections of the Website, including but not limited to purchase of goods or services. The Additional Terms and Conditions form part of these Terms and Conditions for use of the Website and the Services.

### 1 Definitions

**Services** means information about Us and membership of our organisation, and events and resources we provide and the Industry Directory, Bookshop and eLibrary; as well as information about the steel industry and other information of relevance to the Australian steel industry, our Members and the general public

**Website** means the website [www.scacompliance.com.au](http://www.scacompliance.com.au) and any related websites.

**We/Us** means Steelwork Compliance Australia Pty Ltd (**SCA**) and any subsidiaries, affiliates, employees, officers, agents or assigns, its parent company Australian Steel Institute Limited and any other related entities.

### 2 Accuracy of content

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

The information contained on this Website should not take the place of professional advice.

### 3 Use

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions.

You agree that you will use this website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with the Website or any information or content displayed on the Website.

If you contribute to any forum or make any public comments on this Website which are, in our opinion, unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other way inappropriate or which conflict with the Website or the Services offered, then we may at our absolute discretion, refuse to publish such comments and/or remove them from the Website.

We reserve the right to refuse or terminate provision of the Services to anyone at any time without notice or reason.

## 4 Passwords and logins

When you create an account with Us, you must provide information that is accurate, complete and current at all times. Your username must not be the name of another person or entity, or that is not lawfully available for use, or that is subject to any rights of another person or entity, or a name that is offensive or obscene.

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

## 5 Purchases

If you purchase a product or service made available on the Website, you may be asked to supply certain information including, but not limited to, credit card and address details.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with your purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of purchases.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order; if fraud or an unauthorised or illegal transaction is suspected; or other reasons.

The Website is not designed to provide qualitative advice regarding the fitness for purpose and merchantability of any products or services. We strongly advise you to exercise caution and do your own due diligence in conducting any transactions through the Website.

If you purchase products or services through the Website, there may be additional terms and conditions relating to the purchase. Please make sure you agree with these terms and conditions, which you will be directed to read prior to making your purchase.

## 6 Intellectual property and copyrights

We hold the copyright or otherwise have the rights to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us using Contact Details provided in these Terms and Conditions.

## 7 Trademarks

The trademarks and logos contained on this Website are trademarks of or are otherwise licensed for use by SCA or its parent company, Australian Steel Institute Limited. Use of these trademarks is strictly prohibited except with Our express, written consent.

## 8 Links to external websites

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you and you will immediately remove any such link.

## 9 Indemnification for loss or damage

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

## 10 Limitation of liability

We take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

## 11 Disclaimer

The information presented by Us on the Website has been sourced and prepared for general information only and does not in any way constitute recommendations or professional advice to any person for any purpose. While every effort has been made and all reasonable care taken to the information contained on the Website is accurate and current, this information should not be used or relied upon for any specific application without investigation and verification as to its accuracy, currency, completeness, suitability and applicability by a competent professional person.

SCA, its officers, employees, consultants and contractors and the authors and editors of the publications contained on this Website do not give any warranties or make any representations in relation to the information provided herein and to the extent permitted by law (a) will not be held liable or responsible in any way and (b) expressly disclaim any liability or responsibility for any loss, damage, costs or expenses incurred in connection with this limitation, including loss, damage, costs and expenses incurred as a result of the negligence of the officers, employees, consultants, contractors, authors, editors or publishers.

Material on the Website may be superseded at any time. The material may not be copied, reproduced, adapted, varied or modified without the express written permission from Us.

## 12 Information collection

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, [click here](#).

## 13 Confidentiality

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

## 14 Governing law

These terms and conditions are governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in New South Wales.

We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

## 15 Changes

We reserve the right, at our sole discretion, to modify or replace these Terms and Conditions at any time.

## 16 Contact

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