

# Website Terms of Use

*Updated: 24/02/2025*

All terms in **BOLD** are defined at the Definition section located at the end of this document.

THIS **TERMS OF USE** SETS OUT THE BASIS ON WHICH YOU AGREE TO ACCESS AND USE THE **WEBSITE** AND/OR **ONLINE SERVICES** (COLLECTIVELY REFERRED TO AS THE “**SERVICES**”). AS SUCH, PLEASE READ THIS **TERMS OF USE** CAREFULLY.

Your access to and use of Our **Website** and/or **Online Services** (collectively, **Services**) are subject to:

- The Website Terms of Use, herein;
- Sapphire Gemfields Directory’s [Privacy Policy](#);
- Sapphire Gemfields Directory’s [Terms and Conditions](#)

We make the **Services** available to You on these **Terms of Use**. You must only access and use the **Services** in accordance with these **Terms of Use**.

By accessing and using the **Services** You will be deemed to accept these **Terms of Use** and agree to be bound by it.

Certain legislation, including the *Competition and Consumer Act 2010* (Cth) may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded or modified. To the extent that such legislation applies, this **Terms of Use** must be read subject to those statutory provisions and nothing in this **Terms of Use** is intended to alter or restrict the operation of those provisions.

## Changes to the Terms of Use

We may change the **Terms of Use** from time to time by publishing an updated version to Our **Website**.

By continuing to use the **Services**, You will be deemed to have accepted the updated **Terms of Use** and agree to be bound by them.

## ACCESS AND AVAILABILITY

We reserve the right to modify, discontinue, or disable all or part of the **Services**, on either a permanent or temporary basis, at any time. We will endeavor to provide You with prior notice of any modifications by posting on Our Website, however You accept it may not always be possible to provide prior notice.

# USE

## No Unlawful, Infringing or Offensive Activity

You must not transmit to or via Our **Website** and/or **Online Services** any information or content which breaches any laws or regulations, infringes a third party's rights or privacy or is offensive or contrary to any relevant standards or codes, including generally accepted community standards. You must not permit or enable another person to do any of those things.

You must not transmit any advertising, promotional materials, or similar materials without Our express written permission.

Examples of unlawful, infringing or offensive activity includes, but is not limited to, content or material that:

- is false or misleading, abusive, harassing, defamatory, offensive, humiliating, vulgar, obscene, pornographic, racist, discriminatory, or invasive of another's privacy;
- is an infringement of the intellectual property rights of another party;
- is not owned by You;
- may encourage criminal activity;
- contravenes any applicable laws, regulations, codes and standards;
- disturbs or damages Our **Website, Online Services** or its **Content**;
- damages Us or Our reputation; or
- otherwise breaches these **Terms of Use**.

## No Viruses or Other Interference

You must not transmit to or via the **Services** any virus or any other information or material or otherwise use the **Services** in a way which:

- tampers with, hinders the operation of, or makes unauthorized modifications to the **Services**;
- inhibits any other user from using the **Services**;
- violates the security of the **Services** or accesses any other unauthorized areas of the **Services**.

# LIABILITY

## No Warranties or Representations

To the maximum extent permitted by law, We do not represent or warrant that the **Services** and/or **Content** on the **Services** are accurate, reliable, suitable or complete. In particular, although We use reasonable care and skill in operating the **Services**, We cannot guarantee that the **Services** and/or Your access to the **Services** will be continuously available, uninterrupted, timely, secure or virus or error free.

Except as set out below, We exclude all:

(a) warranties whether express, implied, statutory or otherwise, relating in any way to the **Services** or Your use of it; and

(b) liability (including for negligence) to You or anyone else in respect of any loss or damage (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data) arising from or in connection with the **Services** or any use of the information on or use of or access through the **Services** for any reason whatsoever (including negligence).

Where any statute implies any term into Your use of or any arrangement arising out of the accessing of the **Services** and that statute prohibits exclusion of that term, then that term is included. If and to the extent permitted by statute however, Our liability for any breach of such term is limited to the resupply of services.

## Our Liability to You

Except as set out under this section, We may be liable to You for breach of contract or negligence under the principles applied by the courts.

We exclude liability for any loss or damage to the extent that it is caused by You.

To the maximum extent permitted by law, We are not liable for damage or loss of any kind arising from or in connection with Your access to, or use of, or inability to use, the **Services**.

## Your Liability to Us

You agree to fully compensate and hold Us harmless for any loss, damage, costs, expenses and penalties arising out of Your material breach of this **Terms of Use** or any negligence, or any act of fraud by You or on Your behalf.

You are not liable to Us for any loss to the extent that it is caused by Us.

### Links to Third Party Sites

The **Services** may contain links to third party websites. The links are provided for Your convenience only, and do not indicate, expressly or impliedly, any endorsement by Us of the sites or the information, products, or services provided at those sites. You access those sites and use the information made available at those sites, solely at Your own risk.

We make no representation about the accuracy or suitability of the information or links provided on the **Services**. The information is provided on an 'as is' and 'as available' basis, without express or implied warranty. You use the information and links at Your own risk. We take no responsibility for the content of Internet sites that link from the **Services**.

## SECURITY

We will endeavor to take all reasonable steps to keep secure any information which We hold about You. Your information is stored on secure servers that are protected in controlled facilities, in accordance with Our [Privacy Policy](#).

## INTELLECTUAL PROPERTY NOTICE

You must not do anything which breaches or interferes with Our intellectual property rights.

### Copyright

All copyright and other intellectual property rights subsisting in the **Services** and the Content and material on Our **Websites** (including, without limitation, the software, design, text and graphics, and the selection and layout of Our **Websites**) are owned by or licensed to Us and protected by copyright under the laws of Australia and other countries.

You may view the **Services** and use its **Content** for personal and non-commercial purposes.

You may not distribute, reproduce, frame, transmit (including broadcast), communicate, adapt, distribute, sell, publish, alter, modify or create derivative works from any part of the **Services** or the **Content** on the **Services** except as permitted by statute or with Our written consent.

### Third Party Copyright – Illegal Downloading or File Sharing

The *Copyright Act 1968* (Cth) protects materials such as films, music, books, and computer programs. You break the law if You download, copy, share or distribute this material, unless You are allowed to do so by the Act or You have the copyright owner's permission.

Please do not use Our **Services** to do any of these things, because if You do, we may have to cancel Your services, and the copyright owner could take legal action against You.

## Attribution

You must not obscure, remove, mask or replace any attribution statements or copyright notices or logos which are embedded in any information provided to You.

# GENERAL

## Inconsistent Terms

To the extent that any terms of this **Terms of Use** are inconsistent with any other terms displayed on individual pages of Our **Website (other terms)**, the other terms will govern to the extent of the inconsistency only.

## No Waiver for Breaches

If We do not act in relation to a breach of the **Terms of Use** by You, We do not waive any rights to act in relation to that breach or any later breach by You.

If You do not act in relation to a breach of the **Terms of Use** by Us, You do not waive any rights to act in relation to that breach or any later breach by Us.

## Privacy and Personal Information

Any personal information collected by Us through the **Services** will be handled in accordance with Our [Privacy Policy](#).

## Unenforceable Provisions

If any provision of the **Terms of Use** is invalid or unenforceable in a jurisdiction, the provision should be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability. It will not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

## Governing Law

The **Terms of Use** are governed by the laws in force in Queensland, Australia.

You and We submit to the non-exclusive jurisdiction of the courts of Queensland and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

## Definitions

The following terms have the following meanings in this **Terms of Use**:

- (a) **Content** means information or material made available on or via the **Services**, including but not limited to text, sounds, music, software, photographs, videos, data, graphics, images, logos, button icons, audio clips, messages, links, digital map data, directory listings or any other content made available on the **Services**.
- (b) **Online Services** means any functions, features, access to and use of the internet, internet information and/or other services, various service and communication channels and facilities through the internet, which includes but is not limited to messaging services, search engines, automated services, e-commerce facilitators, chats, discussion groups and/or emails and any

products and/or services offered by Sapphire Gemfields Directory. The list of **Online Services** may be updated and amended by The Directory from time to time, in respect of which You shall be bound to this **Terms of Use** for access to and usage of the new **Online Services**.

- (c) **Services** includes Our **Website** and/or **Online Services**.
- (d) **Subsidiary** has the meaning given to it under the Corporations Act 2001 (Cth).
- (e) **Terms of Use** refers to these terms and use which govern the relationship between **You** and Sapphire Gemfields Directory or the use of the **Services** to which You are granted permission to access.
- (f) The **Sapphire Gemfields Directory** or **The Directory** are one and the same. (h) **Website** refers to the URL <https://gemfieldsdirectory.net/>
- (g) **We, Our** or **Us** refers to Sapphire **Gemfields Directory**.
- (h) **You** and **Your** refers to the person or entity accessing and using the **Services**.