Website Terms & Conditions

Mitsubishi Electric Australia Website Terms & Conditions.

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1. Website Access

Your use of or access to this website is deemed to be your acceptance of these Website Terms and Conditions (Terms) and our <u>Privacy Policy</u>.

If you do not agree to these Terms, you are not permitted to access this website.

These Terms are governed by the laws of New South Wales. By entering this website you agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales in the event of any dispute. If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining provisions continue to apply in full force.

2. Warranty

To the extent permitted by law, the information contained in this website is provided without warranty or representation of any kind, whether express or implied. However, Mitsubishi Electric Australia does not exclude any warranties or guarantees that cannot be excluded by law.

3. Product Specifications

You agree:

- a. the information contained in this website, including product data, product range, diagrams and charts, may be modified by Mitsubishi Electric Australia without notice at any time for any reason;
- b. Mitsubishi Electric Australia may, at any time, vary, modify, adjust, remove or add information to this website without notice to you;
- c. all such modifications to this website will be effective immediately upon them being posted on this website.

You should revisit this webpage from time to time to review the current Terms by which you are bound. However, you are bound by the current Terms even if you do not revisit this webpage.

The products, services and information listed in this website do not constitute an offer to sell. Mitsubishi Electric Australia also advises that the products and services that appear on this website may be dependent on availability and may not be available in your country. Please contact your local dealer/retailer of Mitsubishi Electric products for details.

4. Liability Disclaimer

Mitsubishi Electric Australia is not liable for any errors or omissions contained on this website and does not warrant the accuracy, adequacy or reliability of the content on this website.

Mitsubishi Electric Australia makes no warranty or representation about the suitability of the information in this website for any purpose (to the extent permitted by law) or that this website will be uninterrupted, timely, secure or error free.

You agree that your use of this website is at your own risk and everything on this website is provided on an "as is" basis without any warranty of any kind, either express or implied. However, Mitsubishi Electric Australia does not limit its liability in any way that is not permitted by law.

To the extent permitted by law, Mitsubishi Electric Australia will not be liable for any direct, indirect, punitive, incidental, special or consequential damages or losses arising out of or in any way connected with your use of or access to this website or your use of data from this website or any other hyperlinked site.

To the extent permitted by law, Mitsubishi Electric Australia is not liable for any damage to or virus that may infect your computer equipment or other property as a result of your use of or access to this website or you downloading any material.

5. Information From Third Parties and Other Websites

This website may contain information provided by third parties and hyperlinks to other websites. Third party information and links to other websites are included solely for the convenience of the users and does not constitute any endorsement by Mitsubishi Electric Australia. Mitsubishi Electric Australia accepts no responsibility for, nor does it have control over, the content on other websites. Mitsubishi Electric Australia does not accept any liability for any linked sites or for any cookies, data or personal information collected by linked sites.

6. Intellectual property

Mitsubishi Electric is the owner or the licensee of all intellectual property rights (including trademarks and copyright) in this website and in the material published on it (including its look and feel, brands, logos and trademarks, information, graphics, photographs, content, images, sounds, video, audio, text, layout, logos, button icons and the compilation and organisation of this website). Those works are protected by intellectual property laws in Australia and around the world. All such rights are reserved by Mitsubishi Electric.

The content on this website is provided for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, reuse, repost, publish, licence, adapt, create derivative works from, reverse engineer, decompile, disassemble, transfer, lease or sell any information, software, products or services obtained from this website, its data or any materials made available through this website without the express written permission of an authorised employee of Mitsubishi Electric Australia.

Mitsubishi, Mitsubishi Electric and the three-diamond logo are registered trademarks. All trade marks are protected from commercial use by third parties. You must not use any registered or unregistered trade marks on this website without the prior written consent of Mitsubishi Electric Australia or the relevant trade mark owner.

Mitsubishi Electric Australia does not warrant or represent that your use of materials displayed on this website will not infringe rights of third parties.

7. Confidentiality of Information Received

Any personal information you transmit to this website will be used by Mitsubishi Electric Australia in accordance with the <u>Privacy Policy</u>.

Any other information you transmit to this website, such as feedback, questions, comments or otherwise, will not be considered to be confidential and Mitsubishi Electric Australia may use such information without any restriction whatsoever and in any manner it chooses.

8. Linking this website

If you want to establish a link to the Mitsubishi Electric Australia website, you must comply with the following obligations and restrictions:

You:

- may link to, but not replicate, Mitsubishi Electric Australia's content; and
- must notify Mitsubishi Electric Australia at communications@meaust.meap.com of your intent to link to the Mitsubishi Electric Australia website.

You must not, under any circumstances:

- create a frame, browser or border environment around Mitsubishi Electric Australia's content;
- imply that Mitsubishi Electric Australia is endorsing you or your products;
- misrepresent, or mislead with respect to, your relationship with Mitsubishi Electric Australia;
- present false information about Mitsubishi Electric Australia or its business;

- use Mitsubishi Electric Australia's logos, photographs and graphics without written express permission of Mitsubishi Electric Australia;
- link to a site that contains content that could be construed as distasteful, obscene, offensive
 or controversial and linked sites should contain only content that is appropriate for all age groups;
- distort or modify in any manner the content of Mitsubishi Electric Australia's website.

9. Viruses and hacking

You must not misuse this website by knowingly introducing viruses, trojans or other code or material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this website, the server on which this website is stored or any server, computer or database connected to this website.

Whilst Mitsubishi Electric does its best to ensure that this website is virus-free, you acknowledge that the Internet and e-commerce facilities may attract unknown contingencies outside the control of Mitsubishi Electric. As such, Mitsubishi Electric will not be liable for any loss or damage caused by a virus, system failures or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this website or to your downloading of any material posted on it or on any website linked to it. Mitsubishi Electric recommends that all Internet users ensure they have up to date virus checking software installed.

10. Export Control

Mitsubishi Electric Australia makes no representation that the materials in this Site are appropriate or available for use in the location in which you are situated. Accessing the materials from territories where its contents are illegal is prohibited. You agree that by accessing this Site, you do so on your own initiative and you are responsible for compliance with the applicable local laws. The products or technologies provided in the materials are subject to the export laws and regulations of Japan and other countries. Any diversion or re-export contrary to, or any violation of, applicable export control laws and regulations is prohibited.

11. Your Liability

You agree to defend, indemnify and hold harmless Mitsubishi Electric Australia and its respective officers, employees, agents and representatives from all claims, losses, costs and expenses (including without limitation legal fees) arising out of:

- a. your use of or access to this website;
- b. your breach of these Terms; or
- c. any allegation that any user content that you make available or create through this website infringes the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party.

12. Breach of Terms

You agree that Mitsubishi Electric Australia may, in its sole discretion, at any time and without notice:

- a. block or terminate your or any other party's access to all or part of this website;
- b. change or discontinue any aspect or feature of this website or remove and discard any content within this website; or
- c. take any other action to protect the use of this website.

Mitsubishi Electric Australia reserves the right to release your personal information or other information to your internet service provider or to any authorities, or to take legal action, if you conduct any illegal activities or otherwise breach these Terms.