

TradeDoor - Terms of Use

Use of Website

Copyright

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"TradeDoor" and "Tradelink" are both brands of CD. By using this Website you acknowledge that you have read and agreed to these terms of use ("**Terms**"). If you do not agree to be bound by these Terms then you should stop accessing and using this Website.

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Registration and Passwords

You may access this Website anonymously as a visitor and will not be required to provide personally identifiable information. However, in order to access the Tradelink TradeDoor service and content, you will be required to register to become a Registered User of the Website. You can register by contacting your Tradelink branch manager.

Where you are a Registered User of the Tradelink TradeDoor offered by CD, you agree:

- To provide CD with current, complete and accurate information as prompted by your Tradelink branch manager **or** the CD e-Business Team and you agree to maintain and update this registration data as required to keep it current, complete and accurate;
- To keep your password secure and confidential and not reveal it to any other person;
- That you are entirely responsible for any and all activities that occur under or through the use of your password.
- That CD can reasonably rely upon any use of your password, including our disclosure of information relating to your registration and/or affairs with CD; and
- To notify CD immediately if you believe your password is no longer secret so that CD can cease relying on that password.

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CD grants you a personal, non-transferable, non-exclusive licence to use the pricing, invoicing and quoting tools available as downloads from this Website. You may only use these downloads in relation to the purchase, or intended purchase, of products from this Website and/or branches of CD. Where in the reasonable opinion of CD you are not using the downloads in relation to the purchase of products from this Website and/or branches of CD, CD may terminate your status as a Registered User.

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You agree to indemnify, defend and hold harmless CD, its employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses arising from, or related to the use of pricing, quoting or invoicing information downloaded from this Website and provided for use by your customers.

Termination of access

CD may terminate your access to any part of, or all of, this Website, with or without cause, with or without notice, effective immediately, for any reason whatsoever.

Change in information and Terms

CD reserves the right to change these Terms at any time by notifying users through this Website. By continuing to access this Website, you agree to be bound by the amended Terms.

The information on this Website may change without notice. CD recommends that you make direct contact with CD staff before acting on any material on this Website.

Availability of this Website

Due to the nature of the Internet, CD cannot guarantee or warrant that the functions on this Website will be uninterrupted or error free or that defects will be corrected or that this Website or the server that makes it available is free of any virus or other harmful elements.

Website links

This Website may contain links to other websites operated by parties that are not associated with CD ("**third parties**"). These links have been provided solely for you to obtain further information about other relevant products and organisations in the market. CD has no control over the information on these sites or the products or services on them and therefore makes no representations regarding the accuracy or suitability of such information, services, or products. CD recommends that you make your own enquiries in relation to third parties described or linked on this Website. Inclusion of a link to a third party website should not be seen as CD's endorsement of that party's website. By linking to sites operated by third parties, CD is not authorising the reproduction of any material on such websites, as such material may be the subject of intellectual property rights.

Privacy and Personal Information

CD may collect personal information from you for the purpose of processing your purchase, responding to your specific enquiries, sending you newsletters, marketing products and services CD thinks may be of interest to you, allowing your participation in promotions and competitions, internal audit and research, and building up marketing profiles. CD may share your personal information with CD's related parties and/or combine it with other information to provide and improve products, services, content, and advertising. The information will also be used to send you further promotional material and may be released where this is required by law, litigation or government authority or where necessary for the provision of further services to you. If all of the requested information is not provided by you CD may not be able to process your purchase or otherwise provide services to you. You have the right to inspect and update your personal information at any time. If you do not wish to receive any promotional material, or you wish to inspect or update your personal information, you should write to Craig Brown at CD, 1051 Nudgee Road, Banyo, QLD 4014

Terms and Conditions of Sale

Any purchases made through this Website are governed by our Terms and Conditions of Sale, a copy of which you would have received when you opened your account or which can be provided upon request.

Severability

If any portion of these Terms is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.

Governing Law

These terms will be governed by the laws of the State of Queensland, Australia and you agree to submit to the exclusive jurisdiction of the Courts of that State.