

## **Labcheck Terms of Use**

The terms of use of the Labcheck.com.au (**Labcheck**) website include these terms and conditions (**Terms**), the [Privacy Statement](#), the Labcheck Data Collection Notice, and any other terms and conditions that appear in or are linked to the Labcheck website.

The Terms that appear on this website will govern your use of, and access to, certain sections of the Labcheck website where they appear.

By accessing the Labcheck website, you confirm that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, you must not access, or must stop accessing, the Labcheck website.

### **1. Website content and access**

- 1.1 While Labcheck endeavours to take reasonable care in preparing and maintaining the information on this website, we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content.
- 1.2 You acknowledge and accept that the website content may include technical inaccuracies and typographical errors.
- 1.3 The website 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.
- 1.4 It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon.
- 1.5 We do not guarantee that access to the Labcheck website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the Labcheck website or any data on such computer.

### **2. Labcheck Data Collection Notice**

- 2.1 By accessing the Labcheck website, you acknowledge that you have read and understood the Labcheck Data Collection Notice.

### **3. Intellectual Property**

- 3.1 Castrol Australia Pty Ltd (ABN 87 008 459 407) (**Castrol**) owns or has obtained a valid licence to use all copyright, trademarks and other intellectual property rights in connection with Labcheck. All rights of ownership over and in respect of Labcheck (other than the right to use Labcheck in accordance with these Terms), will remain solely with Castrol and/or its licensors (as the case may be).
- 3.2 Any use of the Labcheck website in any manner not permitted under these Terms, including without limitation, resale, transfer, modification, or distribution of all or part of the Labcheck website is prohibited.
- 3.3 Castrol is not required to provide any documentation, support, telephone assistance, or enhancements or updates to the Labcheck website.

#### **4. Third Party Terms**

- 4.1 Castrol uses third party applications, services and software in the Labcheck website which may gather and report information about you in connection with your use of the Labcheck website, including (but not limited to) Komatsu Australia Pty Ltd's (ABN 71 143 476 626) (**Komatsu**) laboratory information management systems.
- 4.2 When you use the Labcheck website, or any of the functions contained on that website, you agree to Castrol's use of such third party software and services. You also agree to any applicable terms of use or licenses related to such third party software and services. It is your responsibility to ensure that you comply with any related third party terms (other than the third party privacy policies). A breach of any such terms of use or licenses will be deemed a breach of these Terms.

#### **5. Termination**

- 5.1 You may request the removal of your Labcheck account at any time without reason or cause. You must notify Castrol by email to [castroltechnicalenquiries@castrol.com.au](mailto:castroltechnicalenquiries@castrol.com.au) if the you wish to permanently delete your Labcheck account. By cancelling your Labcheck account, your login details and other information contained within your Labcheck account will be permanently deleted.
- 5.2 Castrol reserves the right to suspend or immediately terminate the Labcheck website, any Labcheck services services or functionality, or your specific Labcheck account, with or without cause or notice, at any time.
- 5.3 Where Castrol suspends or terminates your Labcheck account as a result of a breach of these Terms by you, you are not permitted to create a new account to circumvent the suspension or termination.
- 5.4 All provisions of the Terms that by their nature should survive termination will survive termination, including, without limitation, ownership provisions, indemnities and limitations of liability.

#### **6. Liability**

- 6.1 To the extent permitted by law, the provisions of the *Competition and Consumer Act 2010* (Cth) will not apply where you use the Labcheck website for the purpose of a business and all other warranties and conditions whether express, implied or statutory with respect to the Labcheck website and any services or functions provided on it.
- 6.2 To the extent permitted by law, in no event will Castrol, nor its directors, employees, agents, partners or any other party involved in creating, producing or delivering the Labcheck website ("**Representatives**"), be liable under contract, tort (including negligence) or otherwise under or in connection with these Terms and/or your use of or inability to use the Labcheck website and any of the services or functions provided on it. This applies, without limitation, to any loss or damage which you may suffer as a result of:
- (a) any third party software and services used in the provision of the Labcheck website;
  - (b) any bugs, viruses, Trojans, or the like (regardless of the source of origination);
  - (c) the actions or inactions of other Labcheck website users;

- (d) suspension or loss of access to the Labcheck website or any functionality; and/or
- (e) unauthorised use or misuse of your Labcheck account for any reason.

6.3 You will indemnify Castrol against any claims, costs, damages, losses, liabilities, expenses or legal proceedings brought against Castrol by any other person as a result of unauthorised access to your account and/or your use of a Labcheck account in breach of these Terms or any third party terms.

6.4 You acknowledge that Labcheck is provided at no charge and accordingly the exclusions of liability and indemnity set out in this clause are fair and reasonable.

## **7. Changes to these Terms**

7.1 Subject to the remainder of this clause, Castrol may amend these Terms from time to time by publishing an updated version on the Labcheck website and Castrol will advise you if it has amended these Terms.

7.2 The changes Castrol can make to these Terms, without your authorisation, are limited to changes:

- (a) to reflect updates to the functionality, security, options and services available on the Labcheck website;
- (b) to reflect third party terms and conditions that apply to Castrol and/or the Labcheck website;
- (c) that are generally beneficial to, or do not have any adverse impact on, users of the Labcheck website; and/or
- (d) that are required to reflect changes to applicable law.

7.3 The Castrol will request your confirmation, via the Labcheck website, that you agree to the updated Terms if the updated Terms incorporate any other changes. Your continued use of the Labcheck website will be subject to your confirmation that you agree to the updated Terms.

## **8. Jurisdiction**

8.1 These Terms are governed by and construed in accordance with the State of Victoria, Australia. In the event that a dispute arises from these Terms, each of Castrol and you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.