



eVisy Terms and Conditions

Please read the following terms and conditions, as amended from time to time (the "Terms of Use") carefully. These Terms of Use govern the use of this Website ("Website" means the whole or any part of the web pages located at www.evisy.com.au and includes the layout of this Website, individual elements of the Website design, underlying code, or text, sounds, graphics, animated elements or any other content). By using the Website, you are deemed to have accepted these Terms of Use.

This Website is owned and operated by Visy Industries Australia Pty Ltd ABN 74 004 337 615 of Level 11, 2 Southbank Boulevard, Southbank, Victoria 3006 Australia and its subsidiaries ("Visy"). References to "we" or "us" refer to Visy and references to "you" mean you, the user of the Website.

As you browse through the Website you may access other websites which are subject to different terms of use. When using these sites, you will be bound by the terms and conditions posted on these sites.

Registration and use

Before using this Website for the first time, you must contact your Visy Account Manager and request to be set up as an Administrator. Once you are set up, you will have the ability to create additional log-in accounts for employees within your company. You are solely responsible for ensuring the accuracy and currency of your details and the details of each user set-up for your company. This responsibility also includes setting up any new users and deleting old users for your company.

Once your request to be set up as an Administrator is established and processed, you will receive a unique user name and password. You must not disclose these details to anyone else, or record or store your user name and password in any form. You must immediately notify your Visy Account Manager of any actual, possible or threatened unauthorised use of your password or any other breach of security of which you become aware.

You may only use this Site for your own purposes (or those of your employer) and must not allow access to the website by third parties without prior consent from Visy. By requesting access to this Website, you agree not to disclose any details of the information published on the Website or provided to you to any third party and accept that in respect of any such disclosure Visy may take action for breach of confidentiality and seek damages resulting from such disclosure.

Order Placement

By using this Website to place orders for Visy goods or services, you agree that such orders will be treated in the same way as orders placed via facsimile, in writing, by telephone or in person. Upon acceptance of your order by Visy, a binding legal contract is created under Visy's standard terms and conditions of supply (subject to any changes agreed between you and Visy in writing).

Delivery, Returns & Refunds

Visy's standard terms and conditions of supply apply to deliveries, returns and refunds, subject to any changes agreed between you and Visy in writing.

Quotes

By using this Website to request a quote for Visy goods or services, you agree that we may use the information provided by you to produce the quote. You agree to keep any such quote provided by Visy confidential.

Colours

All colours are reproduced as accurately as possible however colours may appear slightly different on this Website due to computer picture resolution and individual monitor settings. We will not accept returns on the basis of end product colours differing from those shown on your screen or the Website.

Payment Methods and Processing

We accept credit card payment via the Website from Visy Recycling customers. All transactions are in Australian dollars. Visy accepts online payments using the following credit cards: Visa and MasterCard. Credit card payments will be displayed as 'Visy' on your credit card statement. Debit cards issued through Visa and MasterCard can also be used. Your credit card will be charged when you make a payment.

Visy uses ANZ eGate to provide a secure environment for the authorisation of credit card transactions. All information including credit card details are encrypted using VeriSign SSL 128-bit encryption.

Copyright in Website material

This Website is subject to copyright. The copyright is owned by Visy, or in the case of some material, a third party. You may view this Website using your web browser and electronically copy and print hard copies of parts of this Website solely for personal, non-commercial use. Any other use, including the reproduction, modification, distribution, transmission, republication or display of the content of this Website is strictly prohibited.

Trade marks

All trade names, trade marks, service marks and other product and service names and logos ("Marks") displayed on the Website are proprietary to their respective owners and are protected by applicable trade mark and copyright laws. These Marks may be registered or unregistered marks of Visy or others. Nothing contained in the Website should be construed as giving you any right in or license to use Visy's or any other person's or entity's Mark which is displayed on this Website without their express permission.

If you use any of Visy's Marks to refer to our activities, goods or services, you must include a statement attributing that trade mark to us. You must not use any of our Marks: in or as the whole or part of your own Marks; in connection with activities, goods or services which are not ours; in a manner which may be confusing, misleading or deceptive; or in a manner that disparages us or our information, goods or services (including this Website).

Third party sites

This Website may contain links to third party websites. These links are provided for convenience only and may not remain current or be maintained.

Unless otherwise expressly stated:

- Visy has no relationship with the owners or operators of the third party websites or control over or rights in those websites; and
- links to these linked websites should not be construed as recommendations or endorsements by Visy, or preference by us of the owners or operators of the sites, or for any information, goods or services referred to on those other websites.
- Visy does not take any responsibility for the content or functionality of third party websites. You access those sites solely at your own risk.

Commercial Electronic Messages

If you express interest in Visy goods or services through your use of this Website, you consent to us sending commercial electronic messages (including messages about our goods and services and the goods and services of third parties) to electronic addresses which you have provided to us for which you or your employer are the relevant electronic account holder.

Disclaimer

Your access to this Website is at your own risk. The information contained in this Website is provided by us in good faith on an "as is" basis. The information is believed to be accurate and current at the date the information was placed on this Website. We may, from time to time, change or add to this Website without notice. However, we do not undertake to keep this Website updated. We make no representation or warranty as to the reliability, accuracy or completeness of the information contained on this Website or that the Website will be uninterrupted or error free.

To the extent permitted by applicable law, all representations, warranties and other terms are excluded.

To the extent permitted by law, Visy will in no way be liable to you or anyone else for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with use of this Website or third party websites which are linked from this Website. This limitation applies to direct, indirect, consequential, special, punitive or other damages you or others may suffer, as well as damages for loss of profits, business interruption or loss of data or information.

Viruses

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or a linked third party Website. You must take your own precautions to ensure that whatever you select for your use from this Website is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

Cookies

Cookies are small pieces of information that your browser stores on your computer hard drive. We use cookies to provide you Website usage information as well as to assist us to improve and develop the goods and services we offer. Our cookies do not contain any personal identifiable information. If you disable cookies on your web browser, you may not be able to fully experience all features on this Website.

Indemnity

You indemnify Visy, its officers and employees against any and all loss, damage, demand, cost or expense claimed by a third party as a result of or in connection with your use of or conduct on the Website.

Privacy

Any personally identifiable information that you submit through or in relation to the Website is collected and used by Visy in accordance with its Privacy Policy. View the [Privacy Policy](#).

Changes to the Website and your access

Visy reserves the right to vary or discontinue the Website or any page of the Website at any time and terminate your access to part or all of the Website at any time. If we vary or discontinue the Website or any page of the Website please note that notice will be given on the Website itself.

Changes to the Terms

Visy reserves the right to amend these Terms of Use at any time without notice. Any amendment will come into effect from the time posted on the Website. Your use of this Website after any amendment constitutes an agreement by you to comply with and be bound by the amended Terms of Use. Accordingly, you should read these Terms of Use from time to time for changes.

Governing law

These Terms of Use are governed by the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms of Use or this Website.

This Website may be accessed throughout Australia and overseas. Visy makes no representations that the content of this Website complies with the laws of any country outside Australia. If you access this Website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Website.

Severance of clauses

If any clause of these Terms of Use is held to be invalid, void, unlawful or unenforceable for any reason, that clause will be severed from the Terms of Use and it will not affect the validity and enforceability of the remainder of the Terms of Use.