Welcome to the QEMCO website. The QEMCO website is owned and operated by QLD Expanded Metals Pty Ltd trading as QEMCO ABN 38 153 028 365 ("QLD Expanded Metals Pty Ltd trading as QEMCO", "we" or "us") on behalf of itself and its related bodies corporate.

The following Terms and Conditions apply to your use of the QEMCO website and your relationship with us.

1 Acceptance of Terms and conditions

1.1 Portal Terms & Conditions

By accessing, browsing, or using this Portal you ("you", "your", "user") agree to be bound by these Terms and Conditions, the QEMCO website privacy statement and all other policies and/or agreements made available on the QEMCO website. If you do not accept these Terms and Conditions and agree to comply with the privacy statement and all other policies and/or agreements made available on the QEMCO website, you must not continue to use the QEMCO website.

1.2 Terms & Conditions apply to all devices

These Terms and Conditions, the privacy statement and all other policies apply whenever you access the QEMCO website, regardless of how you access the QEMCO website, including but not limited to access by way of the internet, tablets, smart phones, mobile phones and RSS feeds.

1.3 Terms & Conditions may be amended

We may revise these Terms and Conditions from time to time by updating this document. The revised Terms and Conditions will take effect when they are posted. By continuing to use the QEMCO website after any amendment becomes effective you agree to be bound by the Terms and Conditions as amended. You should periodically visit this page to determine the current Terms and Conditions to which you are bound.

2 Membership requirements

2.1 Registration

(a) You are required to register with the QEMCO website in order to gain full access to the QEMCO website, including access to contribute comments, content or to interact with the QEMCO website.

(b) Registration is free and you agree and acknowledge that you:

(i) will provide us with accurate, complete and updated registration information;

(ii) will comply with reasonable requests for further information or verification of your professional status;

(iii) must safeguard any user name and password which we provide to you;

(iv) may cancel your registration at any time by notifying us via email at [admin@qemco.com.au](mailto:admin@qemco.com.au) ; and

(v) consent to our collecting and storing your IP address for security purposes.

2.2 We may discontinue or cancel your registration

We reserve the right to discontinue or cancel your registration, at our sole discretion and without notice for any reason including, but not limited to, the following:

(a) failure to access the QEMCO website for an extended period of time;

(b) breach of any applicable law or breach of any of the Terms and Conditions;

(c) where we conclude that your conduct impacts on our name or reputation;

(d) where your registration information is inaccurate, misleading, false or otherwise harmful to us or any third party in any way; or

(e) where we conclude that your conduct violates our rights or those of another party.

2.3 We may contact you

We retain the right to contact you on the email address you provide at our discretion. We will never provide your email to third-parties without your consent, except as required by law.

2.4 We may receive fees

QLD Expanded Metals Pty Ltd trading as QEMCO may receive fees or commissions (or both) from third parties in relation to some of the content, products or services which we advertise, promote or make available through the QEMCO website. You acknowledge and consent to us receiving those fees and commissions.

3 Use of the QEMCO website

3.1 Accessing the QEMCO website

(a) We will provide you with a username, password or other type of identifier. You are responsible for keeping any such identifier secret. You are responsible for the conduct of any person who uses your identifier, whether or not you have authorised that use.

(b) We may require you to re-authenticate yourself from time to time – for example, if there has been a period of inactivity on the connection between your internet browser and our servers. We will not be responsible for any information you may lose if your access to the QEMCO website is suspended or terminated in these circumstances.

(c) You must use the QEMCO website in a responsible manner and in compliance with all relevant laws, regulations, standards or codes.

3.2 User contributions

(a) The QEMCO website may include interactive facilities from time to time, including but not limited to message boards, chat rooms, weblogs, upload facilities, profile pages and other interactive facilities that allow you to post, transmit, and exchange information, comments and reviews, engage in forum discussions and advertise for goods, services, job tenders or employment opportunities.

(b) You will not post, communicate, transmit or download any content on, to and from the interactive facilities provided on the QEMCO website or anywhere else on the QEMCO website that:

(i) is unoriginal, or in which you do not own the copyright, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the copyright, registered trademark or intellectual property rights of another person or infringes any law;

(ii) is, or could reasonably be expected to be, obscene, offensive, threatening, abusive, libelous, contemptuous, pornographic, vulgar, profane, indecent or unlawful;

(iii) is, or could reasonably be expected to be, defamatory of any person;

(iv) racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;

(v) you know or suspect, or ought reasonably to have known or suspected, to be false, misleading or deceptive or otherwise constitute a breach of the Competition and Consumer Act 2010 (Cth);

(vi) includes any personal or sensitive information about another person;

(vii) contains a survey, contest, pyramid scheme or improper question;

(viii) is considered a commercial, unsolicited or bulk electronic message which would constitute an infringement of the Spam Act 2003 (Cth);

(ix) you know, or reasonably ought to know, cannot be legally posted, communicated, transmitted or downloaded in that manner;

(x) restricts or inhibits any other user from using or enjoying the QEMCO website ;

(xi) encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;

(xii) contains viruses, worms, "Trojan horses" or any other harmful, contaminating or destructive features; or

(xiii) affects the functionality or operation of the QEMCO website or its servers or the functionality or operation of any users' computer systems (for example, by transmitting a computer virus or other harmful component, whether or not knowingly).

(c) In exchange for allowing you to post and upload content, you grant us a non-exclusive, royalty-free, perpetual, worldwide license to reproduce, publish, host, store, copy modify, adapt, edit, translate, sub-license and otherwise deal with the content you submit to us by any means whatsoever (including, without limitation, in print and electronic format).

(d) You represent and warrant that you are the creator of all content that you submit to the QEMCO website and such content is true, accurate and not confidential to or is not a trade secret or owned by any other person.

(e) You represent and warrant that you have (and will continue to have during your use of the QEMCO website ) all necessary licenses, rights, consents, and permissions which are required to enable us to use the content uploaded by you.

(f) To the fullest extent of the law, you waive any moral rights in the content that you post or attempt to post to the QEMCO website for the purposes of its submission to and publication on the QEMCO website.

(g) You acknowledge that all communications are public and not private communications and you are solely responsible for any content posted by you.

3.3 Portal Use and Conduct;

(a) You are permitted to display, copy, distribute, download and print in hard copy portions of the QEMCO website for the purposes of:

(i) placing an order whether on-line or off-line with QLD Expanded Metals Pty Ltd trading as QEMCO or a related entity; or

(ii) an information source for your own purposes.

(b) You must not, without our prior written permission, exploit the QEMCO website or any of its content for any other purpose or by any other means including, without limitation:

(i) store, publish, distribute, communicate to the public, adapt, reverse engineer or decompile any of the content on the QEMCO website;

(ii) incorporate any of the content on the QEMCO website with any other material, including advertising or promotional material;

(iii) create HTTP links from the QEMCO website to any other website on the internet, or frame or mirror the QEMCO website;

(iv) delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures;

(v) tamper with, hinder the operation of, or make unauthorized modifications to the QEMCO website or any content on the QEMCO website;

(vi) transmit any virus, worm, Trojan horse or other disabling feature to or via the QEMCO website;

(vii) interfere with the computer systems which support the QEMCO website, overload a service, engage in a denial-of-service attack, or attempt to disable a host; or

(viii) attempt to do, or permit another person to do, any of the above acts.

(c) You agree that you will not:

(i) use the QEMCO website, or any facilities available on the QEMCO website, to defame, harass, stalk, threaten, menace or offend any person;

(ii) inhibit or restrict any other use from using the QEMCO website;

(iii) access or attempt to access information resources you are not authorized to use;

(iv) collect or store personal data about other users of the QEMCO website;

(v) use another person's name, username or password on the QEMCO website or to access any content on the QEMCO website; or

(vi) impersonate or falsely represent your association with any person or organisation.

3.4 Prohibited conduct

You must not carry on any activity which might involve QLD Expanded Metals Pty Ltd trading as QEMCO, or its related bodies corporate, in liability, or any activity which uses intellectual property owned by, or licensed to, us, without our written permission.

3.5 Sharing content

We may invite you, by providing a share button on a relevant page, section or part of the QEMCO website, to share selected content from the QEMCO website through one or more avenues including, but not limited to, email and social media (including but not limited to Facebook, and Twitter). If you elect to share Portal content through one or more of those avenues, you must do so by making use of the share button provided by us. You agree and acknowledge that you share any Content at your own risk.

3.6 Linking to the QEMCO website

You may only link to the QEMCO website, other than by making use of the sharing features on the QEMCO website, with the prior written consent of QLD Expanded Metals Pty Ltd trading as QEMCO. Any links, if allowed, must link directly to the QEMCO website home page unless otherwise agreed in writing by QLD Expanded Metals Pty Ltd trading as QEMCO. To request permission to link to this site, please email:  [admin@qemco.com.au](mailto:%20%20admin@qemco.com.au) .

3.7 Monitoring of User Content and Termination

(a) We reserve the right and discretion, but not the obligation, to moderate the QEMCO website and monitor, edit, delete, reject or remove any content which you post or seek to post on the QEMCO website that we consider infringes these Terms and Conditions.

(b) If, in our absolute discretion we determine that you have breached any term of this Clause 3, your membership to the QEMCO website may be suspended or terminated with or without notice to you and you may be refused any future use of or access to the QEMCO website. In addition, if you engage in any fraudulent or illegal activity that affects the QEMCO website or its users, this will also constitute grounds for termination and your details may be referred to the appropriate law enforcement agency or your internet service provider.

(c) You acknowledge that QLD Expanded Metals Pty Ltd trading as QEMCO, its affiliates nor any of their respective directors, officers, employees or agents (collectively the "QLD Expanded Metals Pty Ltd trading as QEMCO Parties") will not be responsible or liable for any direct or consequential loss, damage or expense incurred by you as a result of any suspension or termination of your membership to the QEMCO website.

4 Disclaimer

4.1 Portal content

(a) The QEMCO website contains the following content:

(i) reference information such as product information and design tools, prepared, developed and provided by QLD Expanded Metals Pty Ltd trading as QEMCO or its related third parties including, but not limited to, QLD Expanded Metals Pty Ltd trading as QEMCO’s employees, suppliers, advisers, consultants, agents and contractors ("QLD Expanded Metals Pty Ltd trading as QEMCO Content"); and

(ii) content contributed to the QEMCO website by any user, including comments, submissions, reviews, postings, messages and advertisements for goods, services, job tenders or employment opportunities ("User Content").

(b) None of the QLD Expanded Metals Pty Ltd trading as QEMCO Parties make any representation or warranty as to the accuracy, legality, completeness, currency, suitability or reliability of the content contained on the QEMCO website (including all information, content, submissions or postings including QLD Expanded Metals Pty Ltd trading as QEMCO Content that is contributed by the QLD Expanded Metals Pty Ltd trading as QEMCO Parties or QLD Expanded Metals Pty Ltd trading as QEMCO's suppliers, all information, content, submissions or postings including User Content that is contributed by any user, and all other information, content or submissions contributed by any party in relation to any goods or services including their suitability for any particular purpose) and none of the QLD Expanded Metals Pty Ltd trading as QEMCO Parties accept any responsibility arising in any way (including negligently) for errors in, or omissions from, the content contained in the QEMCO website or your reliance on such information.

(c) You acknowledge that QLD Expanded Metals Pty Ltd trading as QEMCO acts as an independent facilitator in respect of any communications between users, and any transactions or agreements made between one or more users of the QEMCO website, through, or in connection with the QEMCO website including trade of goods and services, job tenders and other employment opportunities, Your communications with and provision of any personal or financial information to any other user or third party is at your own risk.

(d) You acknowledge and agree that QLD Expanded Metals Pty Ltd trading as QEMCO takes no responsibility for enforcing any agreements made between two or more users of the QEMCO website or between you and a third party and entry into any transaction or agreement is at your own risk.

(e) QLD Expanded Metals Pty trading as QEMCO takes no responsibility for the accuracy, quality, legality or standard of goods, services, job tenders or employment opportunities that are advertised on the QEMCO website, and does not guarantee the continued availability of goods, services, job tenders or employment opportunities advertised.

(f) You acknowledge that opinions or reviews expressed on the QEMCO website by any user are those of the relevant users or authors or reviewers of any articles published by QLD Expanded Metals Pty Ltd trading as QEMCO on the QEMCO website and may not necessarily represent those views of QLD Expanded Metals Pty Ltd trading as QEMCO or its employees or representatives.

4.2 No reliance

You agree and acknowledge that you shall not rely on any information on the QEMCO website without making your own independent assessment of the information and will not buy, recommend or use any product or services shown on the QEMCO website without making your own enquiries as to the suitability of those products and services for the intended purpose.

4.3 Product information and availability

We reserve the right to alter product specifications and information available through the QEMCO website without notice. Publishing information about a product on the QEMCO website does not mean that the product is necessarily available for sale or in stock.

4.4 Third Party Links

(a) This Portal may contain links to websites operated by third parties. These third party websites are not under the control of QLD Expanded Metals Pty Ltd trading as QEMCO and we are not responsible for the contents of any linked third party website or any hyperlink contained in a linked third party website.

(b) Links are provided to you for convenience only, and the inclusion of any link does not imply any endorsement of the linked third party website by us.

(c) When you access a linked third party website, you do so at your own risk and acknowledge that your use of the third party websites may be governed by separate terms and conditions and privacy policies.

(d) QLD Expanded Metals Pty Ltd trading as QEMCO accepts no liability for any loss incurred by you directly or indirectly as a result of your reliance on information on any linked third party website and accepts no liability and disclaims all warranties, express or implied, regarding the purchase or use of goods or services on any linked third party websites.

4.5 Operation of Portal

We will use reasonable efforts to make sure that you can access and use the QEMCO website at all times. However, despite our efforts, you may experience interruptions, delays, errors or faults in your use of and access to the QEMCO website. We will not be responsible to you or anyone else if these events occur.

5 Intellectual property

5.1 Property

QLD Expanded Metals Pty Ltd trading as QEMCO retains all right, title and interest in and to the QEMCO website and all related content developed for the QEMCO website. Nothing you do on, or in relation to the QEMCO website, or any of the related content will transfer any intellectual property rights to you, or license to you any intellectual property rights in and to the QEMCO website, unless expressly stated.

5.2 Trademarks

Except where otherwise stated, all registered trademarks used on this site are used with the permission of the relevant trade mark owner. You must not use any trade marks without the prior, specific, written permission of its owner.

5.3 Copyright

(a) All material on the QEMCO website is protected by copyright under the laws of Australia and, through international treaties, in other countries.

(b) Unless otherwise indicated, all rights (including copyright and moral rights) in the content, layout and compilation of the QEMCO website Pages and on-line images including text, graphics, logos, button icons, video images, audio clips and software (including all object source and machine readable code), including navigational software (collectively referred to as the Contents) are owned or controlled for these purposes, and are reserved, by us and our licensors.

(c) You must not copy, mirror, broadcast, reproduce, frame, republish, download, store (in any medium), upload to a third party, transmit, post, broadcast, distribute, show or play in public, adapt or change in any way, the QEMCO website or its contents except as expressly provided in the Terms and Conditions.

(d) No part of the copyright material may be reproduced, re-used, re-transmitted, adapted, published, broadcast or distributed for any purposes whatsoever without our prior written permission.

5.4 No infringement permitted

Except as expressly provided in the Terms and Conditions, you must not, without our prior written permission and the permission of any other owner of rights in content on the QEMCO website, copy, mirror, broadcast, reproduce, frame, republish, download, store (in any medium), upload to a third party, transmit, post, broadcast, distribute, show or play in public, adapt or change in any way the content of, or create a derivative work from, these web pages for any other purpose. You must not copy or reproduce in any way the content or any aspect of this Portal (including the layout, colours, designs, trademarks, logos, photographs, diagrams or any other copyright work or any other intellectual property used on the QEMCO website ) without our prior written consent.

5.5 Infringement

We respect the intellectual property rights of others. If you believe that content appearing on the QEMCO website violates your, or another parties, intellectual property rights, please contact us at [admin@qemco.com.au](mailto:admin@qemco.com.au) .

6 Limitations of liability

6.1 Release

You release us from any liability arising as a result of your reliance on any QLD Expanded Metals Pty Ltd trading as QEMCO Content or User Content.

6.2 Limitation of Liability

(a) In no event shall any of the QLD Expanded Metals Pty Ltd trading as QEMCO Parties be liable in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss, injury or damages or any loss or damages whatsoever, including but not limited to, loss of use, data or profits, arising out of or in connection with:

(i) the use or access or any ability to use or access the QEMCO website or its contents;

(ii) any transaction, arrangement or agreement entered into by you and another user or third party in respect of the provision of goods, services, job tenders or employment opportunities via the QEMCO website;

(iii) the goods or services supplied by QLD Expanded Metals Pty Ltd trading as QEMCO under these Terms and Conditions; or

(iv) a failure or omission on the part of QLD Expanded Metals Pty Ltd trading as QEMCO to comply with its obligations under these Terms and Conditions.

(b) QLD Expanded Metals Pty Ltd trading as QEMCO is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the QEMCO website or any linked third party website. You must take your own precautions to ensure that whatever you select for your use from the QEMCO website or any linked third party website is free of viruses or any other thing that may interfere with or damage the operations of your computer systems.

(c) To the fullest extent permitted by law, QLD Expanded Metals Pty Ltd trading as QEMCO's total liability to you (if any) for breach of any implied warranties or conditions which by law cannot be excluded shall be limited, at our election, to:

(i) in the case of information or services supplied or offered by us – the re-supply of the information or services or payment of the cost of doing this; or

(ii) in the case of goods supplied or offered by us – repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this.

(d) We are not liable for loss of any kind (whether direct or consequential) arising from the information at this site, or a linked third party website, being inaccurate, incomplete or misleading, and are not responsible for any interpretation, opinion or conclusion you form from the information. To the fullest extent permitted by law, all warranties (including warranties as to merchantability, infringement of intellectual property or fitness for a particular purpose) and conditions are excluded.

7 Indemnity

You agree to fully indemnify and hold QLD Expanded Metals Pty Ltd trading as QEMCO and its related body corporate harmless from any claim, cost, demand or damage (including legal costs on a full indemnity basis) incurred or which may be incurred arising from:

(a) a breach by you or a person using your username, password or other identifier, of these Terms and Conditions of Use;

(b) reliance by you or a person using your username, password or other identifier, on any information contained in this Portal, or your access to the QEMCO website;

(c) content contributed to the QEMCO website by you or a person using your username, password or other identifier, which is incorrect, false, misleading, deceptive, a misrepresentation or otherwise in breach of law.

8 General

8.1 Governing Law

These Terms and Conditions will be governed and interpreted in accordance with the laws of Queensland, Australia. You and QLD Expanded Metals Pty Ltd trading as QEMCO agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

8.2 Severability

If any part of these Terms and Conditions are or become illegal, invalid or unenforceable in any relevant jurisdiction, that or those provisions will be:

(a) interpreted in that jurisdiction, as nearly as possible, to reflect the intentions of the parties; and

(b) if necessary to maintain the effectiveness of these Terms and Conditions, be severed for the purposes of that jurisdiction, with the remaining provisions remaining in full force and effect.

8.3 Waiver

Our failure to exercise or enforce any one or more of our rights under these Terms and Conditions will not constitute a waiver of such rights unless such waiver is granted by us in writing.

8.4 Termination

We may terminate access to this Portal at any time without notice to you or any other party including if we believe you have breached any of these Terms and Conditions. These Terms and Conditions will survive termination.