# Nexsphere



# Website Terms & Conditions

# 1. Terms and Conditions

Your access to and use of all content on this website is provided subject to the following terms and conditions (the Terms). Please read the Terms carefully.

Brookvale Energy Pty Limited, trading as Nexsphere, reserves the right to review and change any of the Terms by updating this page at its sole discretion. We recommend that each time you access our website you read these terms and conditions.

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By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms.

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# 4. Privacy

We take your privacy seriously and any information provided through your use of the Website and/or Services is subject to Brookvale Energy Pty Limited trading as Nexsphere's Privacy Policy, which is available on the Website.

#### 5. Disclaimers

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- failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct or theft, destruction, alteration or unauthorised access to records;
- the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website); and
- the Services or operation in respect to links which are provided for your convenience.

### 6. Limitation of liability

To the full extent permitted by law, our liability for breach of an implied warranty or condition will not be greater than the amount you paid to access our website.

# 7. Indemnity

By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses, including legal fees, arising from or in connection with your use of our website.

#### 8. Jurisdiction

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

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