

General

The Supagas website is a service provided by Supagas Pty Limited for the following purposes:

- a) informing its customers,
- b) enabling Customers to provide information to Supagas, and
- c) providing information and commercial services to business partners.

By accessing or otherwise using the Supagas website you agree to be bound by these conditions of use and you acknowledge that Supagas provides the Supagas website to you on these conditions of use. Supagas is entitled at its sole discretion to change, modify, amend, add or remove any part of these conditions of use and to change, amend or delete any features of the Supagas website at any time without notice. Your continued use of the Supagas website after this time constitutes an agreement by you to abide by and be bound by these conditions of use, as so amended.

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- View and download information directly accessible through the Supagas website.
- Use information directly accessible through the Supagas website.

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You acknowledge that access and use of the Supagas website (including the software operating in connection with the Supagas website) may be interfered with by numerous factors outside of Supagas's control. Supagas does not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Supagas website. Subject to the provisions of the *Competition and Consumer Act 2010*, Supagas makes no representations or warranties in respect of the information and materials available on the Supagas website or the means of accessing that information and material (including the software operating in connection with the Supagas website).

Supagas makes no warranty or representation and accepts no responsibility for any websites operated or controlled by entities other than Supagas which are or may become linked or framed to or from the Supagas website.

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If you upload or otherwise provide any information or **content** in the course of accessing or using the Supagas website, you agree that such content will be available to Supagas to use in any manner it thinks fit, subject to applicable provisions of any legislation including (without limitation) privacy legislation. You agree that you will not upload or otherwise provide any content: which:

- Is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, harmful, hateful, abusive, tortious, vulgar, obscene, invasive of another's privacy, sexist, racist, homophobic, violent, degrading; or
- Infringes the intellectual or other proprietary interests of third parties; or
- Impersonates another person or entity, attempts to solicit personal information from another user, contains sexually explicit language or images, advertises or promotes the sale of products or services such as firearms, tobacco or alcohol, adult products and services and any other products or services Supagas considers to be inappropriate; or
- Contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Supagas website or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Supagas website or otherwise breaches or encourages other users to breach these terms of use; or
- Violates any law, statute or regulation; or
- Forges information to disguise the origin of any content; and
- Encourages or incites any other customer to engage in any of the above behaviour.

You agree to grant Supagas a non-exclusive, worldwide, perpetual, irrevocable, royalty- free, sub-licensable right to exercise the copyright you have in any content, in all media now known or not currently known. You also agree to waive any moral rights or similar rights you may have or may acquire in the future in that content in our favour.

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You agree that Supagas is not liable to you or anyone else for any loss or damages (including direct, indirect, special or consequential loss) arising out of or in connection with the use of the Supagas website, the use by Supagas of information provided by you to Supagas through the Supagas website or any such loss or damage which may arise should you be unable to access the Supagas website, for whatever reason and however arising, including negligence.

To the extent that Supagas is able to limit the remedies available under these conditions of use, Supagas expressly limits its liability for breach of a condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at Supagas 's sole discretion):

- In the case of goods, any one or more of the following:
 - The replacement of the goods or supply of equivalent goods;
 - The repair of the goods;
 - The payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - The payment of the costs of having the goods repaired; and
- In the case of services:
 - Supply of the services again; or
 - The payment of the cost of having the services supplied again.

You indemnify Supagas against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us, arising from, or which is directly or indirectly, related to:

- Your breach or non-observance of any term of these conditions of use; or
- Any breach or inaccuracy in any of your representations or warranties.

Breach and termination

If you breach any provision of these terms of use Supagas may immediately issue a warning, temporarily suspend or permanently prevent your access to all or certain parts of the Supagas website. In any event, Supagas may terminate these terms of use (and your right to use the Supagas website) at any time and for any reason without prior notice to you.

Choice of Law and Use of Supagas Website

These conditions of use, and the agreement of which they form part, is to be governed by the laws of the State of New South Wales, Australia. Supagas has designed the Supagas website for use only within the Commonwealth of Australia and makes no warranties or representations with regard to use by persons accessing, downloading or otherwise using the Supagas website outside the Commonwealth of Australia. The Supagas website is available only to people in Australia who can form legally binding contracts under applicable law.

No agency

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and Supagas by these terms of use.

Security & Privacy

Supagas Pty Ltd constantly strives to improve and make its Online presence more attractive for you. Only by knowing which pages on our website are visited most frequently and how long our visitors spend there can we optimize the contents of the Supagas websites to best suit your requirements. We process personal data collected during visits to our website in accordance with the data protection regulations applicable in the country where the entity responsible for processing the data is based. The websites of Supagas may contain links to websites of other providers not covered by this data protection declaration.

The entity responsible for data processing regarding this website is Supagas Pty Ltd, Ingleburn, NSW, Australia.

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When you access the websites of Supagas Pty Ltd, general information is automatically recorded. Such information does for example include the date of your visit, the type of web browser, the operating system used, the domain name of your Internet service provider and your IP address. This exclusively refers to information which does not allow Supagas Pty Ltd to draw any conclusions about your personal identity and which is recorded only for the duration of the visit without being stored beyond the end of your visit. Such data is not merged with data from other sources. Personal data are stored only if you expressly and of your own accord provide them to us, for example within the scope of an enquiry, a registration, reservation, survey, contest or for performing a contract. The personal data collected by Supagas are exclusively used for contract performance. Any other use takes place only with your express prior consent.

Use of Cookies

Cookies are text files containing information. They are stored on the hard drive of your computer without causing any damage there.

We use cookies to make our website more user friendly and access to our members' area easier. By using cookies, we can provide log-in data upon your next visit as a personal preset feature, which for example enables you to store your password for registration in the members' area.

For maintaining a log-in session, we therefore use so-called session cookies. Session cookies are small information units containing an arbitrarily generated identification number called Session ID, which are stored in your computer's memory. A session cookie furthermore stores information on its origin and storage period. These cookies cannot store any other data. As soon as you log out from the members' area, the session cookies used are deleted.

Using and Passing on Traffic Data

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address) will as a rule be transmitted to and stored by Google on servers in the United States. To the extent that your IP address is collected for this purpose, it is always technically reduced and thus anonymised and untraceable. Only in exceptional cases will the full IP address be transferred to a Google server in the USA to be reduced there. On our behalf, Google will use this information for analysing your use of the website, for compiling reports on website activities for us, and for providing other services to us relating to website and Internet usage. Google may also disclose this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You can prevent the installation of the cookies by setting your browser accordingly. However, we would like to point out that in this case you might not be able to fully use all the functions of this website. Alternatively, you can prevent the collection of data and its transfer to Google by downloading and installing a dedicated browser plug-in: (<https://tools.google.com/dlpage/gaoptout?hl=>). You will then be able to nonetheless use our website without restriction.

Social Media Integration

Our website uses social plugins ("plugins") of the following social networks:

facebook.com, operated by Facebook Ireland Limited Hanover Reach, 5-7 Hanover Quay, Dublin 2 Ireland ("Facebook")

twitter.com, operated by Twitter Inc, Attn: Copyright Agent, 795 Folsom Street, Suite 600, San Francisco, CA 94107, USA ("Twitter")

Google.com, operated by Google Inc., Amphitheatre Parkway, Mountain View, CA 94043, USA ("Google")

These plugins are marked with the respective logo of the social network operator. When activating the plugins by simply clicking on them, you agree that a direct connection between the browser and the servers of the social networks is established and the respective social media button is loaded from there (e.g. the "Like" button on Facebook). At the same time, the social networks are informed that our website has been opened when you click on the plugins on our website.

If you are simultaneously logged in at the social networks, your visit to the web page can be allocated to your profile. The same also applies to the use of the plugin functions, e.g. by clicking on the "Like" buttons of Facebook. Such information is then also allocated to your respective account at the social networks. Thus, the social network may collect and store further usage data. You can prevent this by logging out of the respective social network before visiting this website, or by not activating the plugins. Information on what data are collected in detail by the respective social networks for their own purposes, and further information on the collection and processing of data and on the protection of your privacy, please refer to the data protection declarations provided by your social networks.

SECURITY

Supagas Pty Ltd uses technical and organizational measures to protect your personal data in our possession from manipulation, loss, destruction and access by unauthorised persons. Our security measures are constantly improved in accordance with new technological developments.

RIGHTS OF THE AFFECTED PARTIES

On request, Supagas Pty Ltd or the authorised representative responsible for your data will inform you immediately, in writing and in compliance with the applicable legal regulations, whether and what personal data we have stored about you. If despite our constant efforts to ensure that our information is current and correct any data, we have stored proves to be incorrect, we will correct such information at your request. In addition, you are entitled to having your data blocked and deleted.

Defined Terms

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