



Hy-Clor® Water Testing Kiosk

Terms and Conditions of Access

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1. Agreement

- 1.1 These terms and conditions apply to the use of the Hy-Clor water testing kiosk and all the users of it agree to be bound by these terms and conditions.
- 1.2 If you do not accept these terms and conditions, you must refrain from using the water testing kiosk.
- 1.3 These terms and conditions must be used and accepted in conjunction with the Privacy Policy governing the use of the Hy-Clor water testing kiosk.

2. Definitions

In these terms and conditions:

'We', 'us' and 'our' are a reference to Hy-Clor (Australia) Pty Limited (ACN 000 655 381) and the expressions 'you' and 'your' are a reference to the person who agrees to these terms and conditions and uses the Hy-Clor water testing kiosk.

3. Use of Kiosk

- 3.1 Water test results reflect the quality of the water sample used. Chemical doses recommended should be used as a guide only and the manufacturer's instructions should be followed.
- 3.2 Dissolve and dose chemical separately at least 20 minutes apart and according to manufacturers' label and instructions.
- 3.3 Add chemicals only while pump is running.
- 3.4 Do not mix chemicals.

4. Disclaimer

- 4.1 We do not accept liability to you in respect of any loss or damage (including indirect, special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of your use of the Hy-Clor water testing kiosk or your reliance on test results produced thereby nor for any error or omission contained on the test results or any loss or damage arising from usage of the test results. By proceeding with your use of the Hy-Clor water testing kiosk, you acknowledge this disclaimer.
- 4.2 To the extent permitted by law, any condition or warranty which would otherwise be implied is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included, but our liability will be limited for a breach of that condition or warranty to the supplying of the water testing services again or the payment of the costs of having those services applied again.

5. Copyright

- 5.1 Copyright of the water testing program is owned or licenced to us and you may not, in any form or by any means, adapt, reproduce, store, distribute, print, display, perform, publish or create any derivative work from any part of the program or commercialise any information, products or services obtained by your use of the Hy-Clor water testing kiosk.

6. Restricted Use

- 6.1. You are provided with access to this Hy-Clor water testing kiosk only for your personal use and you may not on-sell any information obtained from the kiosk.

7. Privacy Policy

- 7.1 We undertake to comply with the terms of our Privacy Policy which is available by emailing help@hyclor.com.au.

8. General

- 8.1 We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.
- 8.2 If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and condition will nevertheless continue in full force and effect.
- 8.3 These terms and conditions shall be construed according to the laws of the State in which the Hy-Clor water testing kiosk is situated.

9. Acknowledgement

- 9.1 You acknowledge that you have read these terms and conditions and agree to be bound by them and that you have read the Hy-Clor Privacy Policy and understand it and agree to be bound by its terms and conditions.
- 9.2 To the extent of any inconsistencies that may arise between these terms and conditions and our Privacy Policy, these terms and conditions will prevail.