Legal Statement & Privacy Policy

Access to and use of the Wholesale Chemical Company website ("this/the website") which is currently accessible via the domain name of wccaustralia.com.au, is provided subject to these terms and conditions and privacy policy ("Documents") as listed on this website.

Please read these Documents carefully as use of this website for any purpose constitues full acceptance of the terms and conditions and privacy policy.

For purposes of this Document, 'WCC' ("us", "we", "our", etc) shall include Wholesale Chemical Company Pty Ltd, its divisions, subsidiaries, successors, parent companies, and their employees, partners, principals, agents and representatives, and any third-party providers or sources of information or data.

All terms and conditions listed on this website are governed by and construed in accordance with the laws of Queensland, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia. If any provision of the terms and conditions listed on our website is found to be void, invalid, unlawful, or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms and conditions listed on this website, which will continue in full force and effect, and continue to constitute the agreement between you and us. If you access this website in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of this website complies with the laws of any state or country outside Queensland, Australia.

Your access to this website may be terminated at any time without notice. Where your access to this website is terminated, all disclaimers and limitations of liability set out in the terms and conditions listed on our website will survive. Reference to the website includes the whole or any part of the web pages located under the domain name of wccaustralia.com.au (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements, or any other content).

If WCC merges, sells, or otherwise changes control of our business or this website to a third party, we reserve the right, without giving notice or seeking consent, to transfer or assign the personal information, content, and rights that we have collected from you and any agreements we have made with you.

The failure by us to exercise or enforce any right or provision under the terms and conditions listed on the website will not constitute a waiver of such right or provision. Any waiver of any provision under the terms and conditions listed on the website will only be effective if it is in writing and signed by WCC.

Use of Materials

The information, artwork, logos, text, video, audio, or pictures (collectively "Materials") contained on this website are protected by copyright laws. You acknowledge that any intellectual property rights of these Materials are owned by WCC or applicable third parties, and that they remain the property of their respective owners and must not be used in any manner without the prior written consent of the owner. These intellectual property rights are protected by Australian and international laws and nothing contained on this website is to be interpreted as a recommendation to use any information on this website in a manner which infringes the intellectual property rights of any person or entity. We make no representations or warranties that your use of the information on this website will not infringe such intellectual property rights.

You may view the website for personal and non-commercial use only and, subject to the Copyright Act 1968 (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish, or display within another website, or create derivative works from any part of this website, or commercialise any information obtained from any part of this website without the prior written consent of WCC or, in the case of third-party Materials, from the owner of the copyright of those Materials. You may not link directly to any file located on the website, and you should not attempt to utilise any of our content as your own work.

You may print Safety Data Sheets from the website for personal or educational purposes only, and you must include any copyright notice originally included with the Materials in all copies.

The Materials included on the website have been compiled by WCC from a variety of sources, and are subject to change without notice.

You agree that you will not engage in any activity that interferes with this website or the servers that host this website. You agree not to circumvent, disable, or otherwise interfere with security-related features of this website. You understand and agree that any suspected fraudulent, abusive, or illegal activity may be referred to appropriate law enforcement authorities.

Linked Sites

The website may contain links to other websites, content, or resources which are owned or operated by third parties. Such sites linked from the website are not under our control, and we do not assume any responsibility or liability for any communications or materials available at such linked sites. We do not intend links on this website to be referrals or endorsements of the linked entities and these links are provided for user convenience only. You access linked websites at your own risk. Subject to any non-excludable rights, WCC disclaims all warranties, express and implied, as to the

accuracy, value, legality, or otherwise of any materials or information contained on linked websites. You should carefully review the terms of use and privacy policies of all other parties' websites that you visit.

The website may also feature or display third-party advertising or content. We do not intend the featuring or displaying of such advertising or content on this website to be referrals or endorsements of the content and the content is provided for user convenience only. We may promote, advertise, or sponsor events, competitions, or other activities which may be conducted online or offline and which may be conducted by third parties. These activities may be subject to separate terms and conditions. You participate in any such activities entirely at your own risk. WCC does not accept any responsibility in connection with your participation in activities conducted by any other party.

WCC reserves the right to prevent third parties from linking to this website.

Disclaimer and Indemnity

The services, information, or data (collectively "Information") made available on the website are provided "AS IS", without warranties or guarantees of any kind, express or implied. Photographs are for illustrative purposes only and may vary from goods depicted or described. The use of this website is at your sole risk.

You will at all times indemnify, and keep indemnified, WCC from and against any loss, including but not limited to reasonable legal costs and expenses on a full indemnity basis, or liability incurred or suffered by you or by us arising from any claim, demand, suit, action, or proceeding by any person against you or us where such loss or liability arose out of, in connection with, or in respect of your conduct or breach of these terms. This clause is not intended to exclude or limit any rights which you may have under the Competition and Consumer Act 2010 (Cth).

You further agree to indemnify WCC and other persons involved in the creation of this website from all damages, losses, penalties, fines, expenses, and costs (including legal costs) which arise out of or relate to your use of this website, any information that you provide via this website, or any damage that you may cause to this website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, and trade mark infringement.

Except as expressly provided in these terms and conditions, and to the fullest extent allowed by the law, WCC excludes all liability to you or anyone else for any direct, indirect, special, incidental, or consequential loss or damages howsoever caused or arising out of your access to or use of the website and/or products and services supplied, including, but not limited to, loss or damage you might suffer as a result of:

- Anything mentioned in any other terms and conditions listed on this website;

- Any loss or injury caused, in whole or in part, by actions, omissions, or negligence, or for contingencies beyond our control, in procuring, compiling, or delivering the Information;
- Any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information;
- You acting, or failing to act, on any Information contained on or referred to on the website and/or any linked website;
- Personal injury or property damage of any kind resulting from your access to or use of the website or products/services supplied;
- Any unauthorised access to or use of the website's secure servers;
- Any interruption or cessation of transmission to or from the website;
- Any bugs, viruses, trojan horses, or other harmful code or communications which may be transmitted to or through the website by any third party;
- The quality, merchantability, or fitness for any purpose of any products, services, or of any linked sites; and/or
- Any other representations or implied warranties.

We may at any time add or remove Materials or Information from this website without notice. WCC makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness, or completeness of the Information or that the Information may be relied upon for any reason. WCC makes no warranty, representation, or guarantee that the Information will be uninterrupted or error free or that any defects can be corrected.

We may, at our sole discretion, limit or restrict your access to this website without prior notice to you. If this occurs, you may be prevented from accessing all or parts of the website, your account details, or other content contained in your account. WCC will not be liable to you or any third party for doing so. Further, for security, technical, maintenance, legal, or regulatory reasons, or due to any breach of these terms, we may withdraw this website, or change or remove website functionality at any time without notice to you.

Although we use our best endeavours to confirm the accuracy of any Information published on this website, you agree that WCC cannot be held responsible for inaccuracies or errors caused by incorrect Information supplied to us by third parties or third parties changing product specifications without notice to us. You agree to make your own enquiries to verify Information provided and to assess the suitability of products before you purchase.

Information published on this website is provided for general purposes only and is current at the time of first publication. It is not legal, medical, mechanical, or other professional advice or intended to be comprehensive. You are responsible for determining the validity, quality, and relevance of any Information provided and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements. You should report any error or omission via our online contact form.

Given the nature of the internet, we cannot guarantee that any data transmission is totally secure, free from viruses, or other conditions which could damage or interfere with your devices. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any content or information you transmit via the website. You therefore transmit to the website at your own risk. If you become aware of any problems with the security of the website, please contact us immediately.

You must also take your own precautions to ensure that your access to the website does not expose you to the risk of viruses, malicious code, or other forms of interference which may damage your own devices. WCC will not accept any responsibility for any interference or damage to your own devices which arises in connection with your use of this website or any linked website.

Limitation of Liability

Under no circumstances shall WCC be liable for any losses or damages whatsoever, whether in contract, tort, or otherwise, from the use of, or reliance on, the Information, products, services, or from the use of the internet generally.

WCC will not be liable for any delay in performing any of our obligations if such delay is caused by circumstances beyond our reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, internet connections, bank payment systems, or postal deliveries.

Privacy Policy

WCC is committed to managing your personal information openly and transparently and to keeping that information safe. We strive to take all reasonable steps to fulfil this commitment and to comply with the Privacy Act 1988 (“The Act”), the Privacy Amendment (Enhancing Privacy Protection) Act 2012, and the Australian Privacy Principles (“APPs”), including to:

- Manage your personal information openly and transparently;
- Collect personal information in accordance with this policy and to offer you the highest quality service and customer experience;

- Tell you how we may use your personal information;
- Tell you that we may need to disclose your personal information to third parties as mentioned in this privacy policy;
- Respond to any request by you not to receive direct marketing from us;
- Make sure that the personal information we collect from you is accurate, up to date, and complete;
- Keep your personal information safe; and
- Where appropriate, allow you to access and correct your personal information.

Collecting Your Personal Information

WCC does not collect personally identifying information about any individual at any of its websites, except when knowingly provided by the individual. This is done via voluntary submission and you always have the option not to provide the information we request. There is no obligation for you to provide us with any of your personal information but if you choose not to, we may not be able to provide the information, goods, or services that you request.

Depending on the exact nature of our relationship with you, we may request that you provide some or all of the following information:

- Personally identifying information including but not limited to your name, home address, date of birth, driver's licence;
- Contact information including but not limited to your phone number/s, email address, mailing address;
- Identifying information about your business including but not limited to the registered business name, ABN/ACN, business address, type of business;
- Information that may assist us when you, or your business, are considering a finance or credit arrangement, including your credit history, credit card or bank details, purchase history, transaction details, loan and credit information; and
- Product or services preference information.

We may collect this information in varying ways:

- Directly from you in person or over the phone;
- When you interact with any WCC website in any way including but not limited to placing an order; or
- From other third-party sources.

Wherever possible, we will collect personal information directly from the relevant individual to whom that information relates. You represent and warrant to us that where you provide personal or business information to us, you are authorised to provide the information to us, and the information provided is your personal or business information only.

Sometimes personal information about you that we have not requested or solicited may be received by us. If this occurs, we will only hold such information where it is necessary to our relationship with you. If we determine that the information received is not necessary to our relationship with you, then we will take reasonable steps to de-identify or destroy the information as soon as practicable. Any determination regarding whether or not the information is required to be held by us will be made within a reasonable period after it is received. Any information that has not been requested but is subsequently held by us will be subject to this privacy policy.

In addition to other consents provided by you, by accepting the terms of this privacy policy, or by providing your personal information to us, or both, you are taken to have expressly consented to the collection, storage, use, and disclosure of your personal information for each of the purposes and to all of the parties outlined in this privacy policy.

Browser Level Information & Cookies

WCC's web servers automatically collect information about a site user's IP address, browser type, and referrer. This information is provided by every user's browser and is automatically logged by most websites. We collect this information in a database and it is used in an aggregated and anonymous manner in our internal analysis of traffic patterns within our websites.

A cookie is a small data file that most websites write to your computer's hard drive when you visit such sites. A cookie file can contain information, such as a user session code, that the site uses to track the pages you have visited in an anonymous manner and keeps session information so your online transactions are accurate. We may use cookies solely to track user traffic patterns throughout our websites and to allow you access to certain sections of the site.

Any data we collect and/or store from cookies is used in a totally anonymous way and we do not correlate this information with personal data of any user. Most internet browsers automatically accept cookies, but you can usually change your browser settings to display a warning before accepting a cookie, or to refuse all cookies. However, if you choose to disable the receipt of cookies from our website, you may not be able to use certain features.

Use of Your Personal Information

We collect, hold, use, and disclose your personal information for various purposes, including but not limited to the following:

- Creating and maintaining a client account with us;
- Offering and providing products or services to you;
- Facilitating and processing your orders and payments;
- Facilitating your entry into any competitions run by us or through our website and third-party platforms;
- Responding to your queries or requests, managing customer complaints, or requesting feedback or reviews;
- Providing to third-party suppliers or deliverers of our goods or services as required;
- Providing to third-party banking, credit reporting, or fraud protection providers as required;
- Providing to any third-party service providers assisting us in providing and improving our services to you, including analysing sales trends, developing products and services, and marketing our products and services to you;
- Sending a regular newsletter about our products or services;
- Sending direct marketing information about an event, sponsorship, or special offer on our products or services or those of our third-party service providers;
- Creating targeted advertising campaigns on various platforms;
- Providing to third-party service providers for use in direct marketing information about an event, sponsorship, or special offer on their products or services;
- Preventing fraud or other criminal activities;
- Providing and/or assigning the personal information, content, agreements, and rights collected from you to a third party if WCC merges, sells, or otherwise changes control of our business or this website;
- Assisting us to monitor and improve our products and services, and for administrative purposes, including but not limited to staff training, risk management, record keeping, debt collection, product and services development, planning and research; and
- Complying with our legal obligations and providing to regulatory bodies or law enforcement agents for legal and security purposes, or where necessary to prevent a threat to life or health.

WCC appreciates any suggestions (or "unsolicited ideas") you may have regarding any aspect of the business, our websites, or our products and services. If you communicate with us in any manner including but not limited to verbally, website contact form, or social media, your communications will not be regarded as confidential and will become the property of WCC. You automatically grant an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to Wholesale Chemical Company Pty Ltd to use, copy, display, and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content without restriction or any obligation to compensate you. This may include, but is not limited to, publishing testimonials on this website and developing your ideas and suggestions for improved products and services.

If we use your information for a purpose not listed above, it will either be for a purpose which is related to the original purpose you provided the information for or a purpose which you would expect.

As explained in this privacy policy, we may share your personal information with third-party suppliers or service providers. By accepting this privacy policy or by providing your personal information to us, or both, you consent to your personal information being shared with these third-party suppliers or service providers. Where third-party suppliers or service providers supply or perform services for us, those third parties may be required to collect, hold, use, and disclose your personal information. If that becomes the case, those third parties must also comply with the APPs (or other equivalent legislation).

There may be circumstances where disclosure of your personal information may be required to an overseas third party, for example, where we have a database or web server hosted outside Australia, where any of our third-party services are provided virtually, or where you are interacting with an application which is based overseas. Prior to us disclosing your personal information, we will take reasonable steps to ensure that the overseas third party complies with the APPs (or other equivalent legislation).

The countries we are most likely to send your personal information to include the United States of America, New Zealand, the United Kingdom, and countries in the European Union.

While all reasonable care is taken to protect your personal information on our websites, unfortunately no data transmission over the internet is guaranteed to be absolutely secure. As such, we cannot ensure or warrant the security of any information you send to us or receive from us online, and especially information you send to us via email as there is no way to protect that information while in transit. Once we receive your personal information, we will endeavour to protect it as required by the APPs but cannot guarantee protection against circumstances outside our control.

The Act contains certain exemptions which may permit us to use your personal information in a particular way if specific circumstances arise. Any such exemptions under The Act will take priority over this privacy policy to the extent of any inconsistency.

Direct Marketing

By providing your personal information to us or by accepting the terms of this privacy policy, or both, you consent to your personal information being used for direct marketing purposes, including as described above. You can opt out of or unsubscribe from receiving direct marketing communications from us by emailing us, selecting "unsubscribe" in any email sent via our mailing list service, or replying to any such email (unless the email is from a no-reply@ email address as these are un-monitored). If you make a request to opt out or unsubscribe, we will endeavour to action that request as soon as practicable. Due to some automated or scheduled events (including but not limited to, scheduled newsletter services, promotions, and third-party services) you may still receive some direct marketing after making such a request. You can also opt out of or unsubscribe from receiving direct marketing communications from any third-party provider by contacting them directly.

Accessing Your Personal Information

We take reasonable steps to ensure that when we collect, hold, use, and disclose personal information from you, it is accurate, complete, and up-to-date.

It is incumbent on you to also take reasonable steps to ensure that the personal information we collect, hold, use, and disclose it is accurate, complete, and up-to-date.

You can ensure this information is accurate, complete, and up-to-date by logging in to your account with us and checking the information yourself, or by emailing us, confirming your identity, and providing any updated details as soon as possible after any such update.

If we believe that any of your personal information is inaccurate, incomplete, out-of-date, irrelevant, or misleading, or you request a correction to any of your personal information, we will take reasonable steps to correct the information. If your personal information has been previously disclosed to any third-party providers, then, upon your request, we will take reasonable steps to notify the third party of the corrections unless such notice is impracticable or unlawful.

You can also request to access any of your personal information that we hold by making a request via email and confirming your identity. There are some circumstances that may prevent us from providing such access, including but not limited to, where such access would pose a serious threat to the life, health, or safety of another person or where such access would unreasonably impact the privacy of another person.

Where possible, we will respond to any access and/or correction requests within a reasonable period of time after the request is made, and will take all reasonable steps to provide you with such access or to make such corrections. If we are unable to provide access to your personal information or to make any requested corrections for any reason, we will provide you with a written notice confirming the reason for this action. While we will not charge you for making an access request for your personal information, we may recover reasonable costs from you for supplying the access and/or personal information requested.

Making a Complaint

If you are concerned with the way your personal information has been handled, then you are entitled to make a complaint. If you would like to lodge a complaint, please **contact us** and provide as much detail as possible. We will do our best to respond to your concerns as quickly as possible and provide any reasonable remedy, where applicable.

If your complaint is not satisfactorily resolved, you may approach an external dispute resolution service or apply to the Office of the Australian Information Commissioner to have the complaint heard and determined.

Document Review

All Documents listed on this website may be amended at any time. Wherever possible, we will take reasonable measures to inform you of updates or amendments, however for future use of this website and/or future orders, these Documents may be different and we recommend to read them carefully each time you perform an action that constitutes agreement of these Documents. Your continued use of this website following such amendment of these Documents will represent an agreement by you to be bound by the amended Documents.

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