

DISCLAIMERS & TERMS OF USE

DISCLAIMERS:

Your ordering; that is, downloading, of a copy of the eBook, *Beneath The Bench*, indicates your acceptance of the following conditions:

You will acknowledge that Garth Eaton – the author of the eBook autobiography, *Beneath The Bench* – and his company, International Broking Pty Ltd (collectively referred to as the “Company”) cannot and do not guarantee or warrant that files available for downloading from the internet will be free of viruses, worms, Trojan horses or other code that may carry destructive or contaminating properties. You are solely responsible for ensuring that sufficient has been done by yourself to implement the necessary procedures to satisfy the accuracy of data input and output, and for creating the reconstruction of any lost data. The Company takes no responsibility or risk for your use of the internet.

The material, business information and content (collectively referred to as “Content”) accessible from this website should be used in the same manner as any other recreational or educational medium and you should not rely on the Content to the exclusion of your own judgment. And to the extent that any of the Content may be deemed to constitute advice – albeit unintentional advice – it is general advice that has been prepared by the author without reference to your personal and/or business objectives or needs. However, in the event that you choose to act on any of the Content, then you should consider the appropriateness of the Content and obtain professional legal, accounting and financial advice before making any final decision.

The Content is provided without warranties of any kind, either expressed or implied. The Company disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement. The Company does not warrant that the functions or Content contained in this website will be uninterrupted or error-free, that defects will be corrected, or that this website and the eBook, *Beneath The Bench*, or the server that makes it available are free of viruses or other harmful components. The Company does not warrant or make any representation regarding use, or the results of use, of the Content in terms of accuracy, reliability, or otherwise. Irrespective of extreme care being taken, the Content may include technical inaccuracies or typographical errors and the Company may make changes or improvements at any time. You, and not the Company, assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising from the use of this website or its Content. The Company makes no warranties that your use of the Content will not infringe the rights of others and assumes no liability or responsibility for errors or omissions in such Content.

TERMS OF USE:

These Terms of Use govern your use of this website, which is provided by Garth Eaton, author of the eBook autobiography, *Beneath The Bench*, and his company, International Broking Pty Ltd (collectively referred to as the “Company”). By accessing this website, you are indicating your acknowledgement and acceptance of these Terms of Use.

Proprietary Information

The material, business information and content (collectively referred to as the “Content”) accessible from this website, and any other World Wide Web site owned, operated, or controlled by the Company is the proprietary information of the Company. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of the Company, except that you may print out a copy of the website’s Content solely for your personal use. Having done so, you may not remove or alter, or caused to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates the Company’s intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this website and its Content.

Restrictions

You may use this website for purposes expressly permitted by this website. You may not use this website for any other purpose, including any commercial purpose, without the Company’s express prior written consent. For example, you may not (and may not authorise any other party to) (i) co-brand this website, or (ii) frame this website, or (iii) hyperlink to this website, without the express prior written permission of an authorised representative of the Company. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this website or Content accessible within this website. You agree to co-operate with the Company in causing any unauthorized co-branding, framing or hyperlinking immediately to cease.

Submissions

The Company will treat any personal information that you submit through this website in accordance with its Privacy Policy as disclosed on this website.

Disclaimer

Refer to the “Disclaimers” above.

Limitations on Liability

The Company, its affiliates, service providers, Content providers, employees, agents, officers and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if the Company has been advised of the possibility of such damages. In no event will the collective liability of the Company and its affiliates, service providers, Content providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the amount you have paid to the Company for the applicable Content out of which liability arose.

Indemnity

You will indemnify and hold the Company, its affiliates, Content providers, service providers, employees, agents, officers, directors, and contractors (collectively referred to as the “Indemnified Parties”) harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney’s fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the Content accessed from this website.

Miscellaneous

These Terms of Use will be governed and interpreted pursuant to the laws of Queensland, Australia, notwithstanding any principles of conflict of law. You specifically consent to personal jurisdiction in Queensland in connection with any dispute between you and the Company arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state, federal and/or supreme courts of Queensland, Australia. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this website will govern the items to which they pertain. The Company may revise these Terms of Use at any time by updating this posting.