

JFE PRIVACY

Policy | This section of the terms constitutes a privacy policy applicable to all personal information collected by JFE via the site. You may browse or use the site without revealing any personal information about yourself. If you have any questions in relation to this policy or in relation to the manner in which we collect or hold your personal information, please contact us via the contact details stated on the site.

Purpose & Collection | JFE collects personal information to enable us to operate the site. We may collect that information sent to us by your computer, mobile phone or other device if you input any personal information when you visit the site, place an order or contact us. JFE may also collect cookies from your computer, mobile phone or other device to enable us to recognise you as a browser, customise services and content and to promote trust and safety across the site. By providing us with personal information, you consent to the collection of that personal information on our servers located in Australia and elsewhere in the world where our facilities are located. If you do not provide certain requested personal information to us, we may not be able to provide you with access to and use of the site, provide you with access to our other products and services, or to fulfil one or more of our functions and activities applicable to you.

Personal Information | Personal information is individually identifiable information which may include your email address, phone number, mobile number, physical contact information, records of your communication with us and/or the site, financial information such as credit card or bank account numbers, information, comments, questions or other enquiries you provide to us via the site, and additional personal information we ask you to submit in order for us to operate the site. You may also provide personal information in relation to a minor in your care including a child's name, school, age, size, gender, and additional personal information required in order for us to operate the site. Where personal information in relation to a minor is provided, you warrant and guarantee that you are authorised to disclose that information to us. Personal information does not include information that has been made anonymous or aggregated so that it cannot be used, whether in combination with personal information or otherwise, to identify a specific user, or information sent to us by your computer, mobile phone or other device including data on the pages you access, your computer IP address, device identifiers, the type of operating system you use, your location, mobile network information and the type of browser you use, which information is not associated with you personally.

Use & Disclosure of Personal Information | JFE may use personal information to provide products and customer support, contact you, respond to your enquiries, create orders, invoices and records regarding our products, prevent, detect, and investigate potentially prohibited or illegal activities, troubleshoot problems and improve our services and the site, and comply with applicable laws. JFE may disclose personal information to such of its personnel who need to know that information for the purposes of fulfilling orders or operating the site. JEF may also disclose personal information to our service providers who assist us in operating the site. We will not disclose personal information to any other third party without your prior consent other than as permitted by the APPs.

Storage of Personal Information | JFE may store your personal information in hard copy or electronic format, in facilities that we own and operate ourselves, or that are owned and operated by our services providers. JFE protects your personal information by taking all reasonable steps to limit access to it and maintain secure technology to prevent unauthorised use. JFE will use all reasonable endeavours to ensure all data transferred to our service providers is secure, to ensure the protection and non-disclosure of your personal information. JFE cannot guarantee absolutely the security of your personal information to us and will not be liable for any breach of security or unintended loss or disclosure of information.

Data incident | If JFE becomes aware of any unauthorised disclosure of personal information or any incident causing loss, corruption or damage to any such information, we will promptly notify the party to whom the information relates of the full details of the breach. JFE will take all reasonable steps to mitigate any loss or damage caused by the breach, but shall not be liable for any claims or losses arising from the breach where JFE has complied with its obligations under these terms.

Access, Correction & Complaints | In certain circumstances, you may gain access to, and correct, the personal information we hold about you. JFE may charge a fee for searching for, and providing access to, your personal information on a per request basis. If we receive a complaint about the personal information we hold about you, we will respond to your complaint as soon as possible. Complaints should be directed to us via the contact details stated on the site. If you are not satisfied with our response, you may refer the matter to the Office of the Australian Information Commissioner.

GENERAL

Variation of terms | JFE may vary these terms and the site at any time without notice to you. Amendments will be effective as and when published and will be immediately binding on you.

Liability | To the maximum extent permitted by law and unless otherwise stated, JFE expressly disclaims all representations and warranties of any kind contained on the site. JFE shall not be liable for any direct, indirect or consequential losses, damage or expenses suffered or incurred by you in any way connected with your use of the site or the supply of products. By using the site, you agree and understand that you may not make any claim against JFE for any damages or losses whatsoever resulting from any such matters. JFE's liability is limited only to the cost of supply or re-supply of products in accordance with these terms and otherwise under the ACL. All warranties, conditions and guarantees which would or may be implied (whether by statute law, trade usage or otherwise) into these terms are expressly excluded.

Indemnity | You agree to indemnify and hold JFE harmless against any loss, damage, cost, expense, liability, action, claim, judgment or penalty suffered by us arising directly or indirectly as a result of or in connection with a breach of these terms, your use of the site, or a breach of any laws.

Intellectual Property | All intellectual property rights whether registered or unregistered relating to the site is owned by JFE. You must not use, or authorise any other person to use, these rights or any content published on the site without prior written authorisation by JFE.

Nature of agreement | These terms constitute the entire agreement between you and JFE with respect to orders placed via the site. If any provision of these terms is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed without affecting the validity or enforceability of the remaining provisions of these terms.

Assignment | The obligations imposed on you under these terms are personal and cannot be assigned. JFE may assign or otherwise delegate all or any of its rights or obligations under these terms in its discretion and without notice to you.

Applicable law | These terms are subject to the exclusive jurisdiction of the laws in force in Western Australia (Australia) from time to time. You submit to the exclusive jurisdiction of the Courts and Tribunals of Western Australia and the Federal Court sitting in Western Australia.