

# TERMS & CONDITIONS

## INTRODUCTION

By using the BHM GEOTECHNICAL site, you signify your agreement to these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, you may elect not use the BHM GEOTECHNICAL site.

## ABOUT THE SITE

BHM GEOTECHNICAL is a premier, is a full-service engineering, geotechnical and environmental firm. The site contains information about BHM GEOTECHNICAL. It also contains a page on which you can apply for jobs at BHM GEOTECHNICAL. BHM GEOTECHNICAL will manage any personal information we collect on this site according to our Privacy Policy.

## INTELLECTUAL PROPERTY

All text and other materials found within this site are the property of BHM GEOTECHNICAL, its Affiliates, or other parties who have licensed material to BHM GEOTECHNICAL. All text and other materials found within this site are protected by copyrights and other proprietary intellectual property rights that are owned or controlled by BHM GEOTECHNICAL or by other parties that have licensed their rights to BHM GEOTECHNICAL. You may not modify or make any commercial use of any material on this site. You may make copies of the materials on this site for own use as long as you keep intact any copyright and other proprietary notices on the materials, and you may not modify the materials in any way.



## TRADEMARKS

“BHM GEOTECHNICAL” is the trademark of BHM GEOTECHNICAL Pty Ltd. All other trademarks, service marks and logos used on this site, with or without attribution, are the trademarks, service marks or logos of their respective owners (including Affiliates). You may not use the materials on this site in any way that suggests that you are associated with BHM GEOTECHNICAL or its licensors.

## LINKING TO OTHER SITES AND TRANSACTIONS ON OTHER SITES

This site contains links to third-party websites, and those websites may offer products and/or services for sale. Other than the sites of BHM GEOTECHNICAL’s Affiliates and our employment application site, which is managed for BHM GEOTECHNICAL by a trusted third party, BHM GEOTECHNICAL does not author, edit, or monitor these other sites. You acknowledge and agree that BHM GEOTECHNICAL has no responsibility for the protection of personal information on other sites, for the accuracy or availability of information provided on other sites, that BHM GEOTECHNICAL does not control or endorse the content, products, advertising, or other materials presented on these other sites, and that you release BHM GEOTECHNICAL and its Affiliates from any claims arising out of or in any way connected with any dispute you may have with another site.

## USER CONDUCT

You agree that you will comply with all of these [Terms and Conditions](#) of Use and that you will not use BHM GEOTECHNICAL’s or its Affiliates’ names, URLs, trademarks, server, or other materials in connection with, or to transmit, any unsolicited communications or “spam.”

In addition, you may not transmit to BHM GEOTECHNICAL in any way any communications, text, graphics or other information that: (a) is fraudulent, or that defames; (b) contains any viruses, Trojan horses, worms, time bombs, cancelbots, or other disabling devices or other harmful component intended to or that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (c) advocates or encourages any illegal activity; (d) infringes on the copyright, patent, trademark, trade secret, right of publicity, or other intellectual property or proprietary right of any third party; (e) violates the privacy of individuals, including, but not limited to, other users of this site; or (f) violates any applicable local, state, national or international law.

## NO WARRANTIES

THIS SITE AND ANY CONTENT OR INFORMATION CONTAINED WITHIN THE SITE ARE FOR GENERAL INFORMATION ONLY AND ARE PROVIDED “AS IS” WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND.

IN ADDITION, BHM GEOTECHNICAL DOES NOT WARRANT THAT THE FUNCTIONS ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN OR ON THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT BHM GEOTECHNICAL) ASSUME THE ENTIRE RISK OF ANY RELIANCE ON THESE MATERIALS.

Under no circumstances will BHM GEOTECHNICAL be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via this site.



## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL BHM GEOTECHNICAL, ITS AFFILIATES OR ITS SUBSIDIARIES, OR THE RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SPONSORS, AND OTHER PARTNERS OF EACH BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, THE SERVICES AVAILABLE ON THE SITE OR INFORMATION CONTAINED WITHIN THE SITE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, BHM GEOTECHNICAL’S ENTIRE LIABILITY UNDER THESE TERMS AND CONDITIONS OF USE SHALL BE LIMITED TO THE AMOUNT PAID FOR USE OF THE SITE, IF ANY. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE AND/OR SITE-RELATED SERVICES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

## INDEMNITY

If You Violate Any Of These Terms And Conditions Of Use Or If You Misuse This Website, You Agree To Defend, Indemnify And Hold Harmless BHM GEOTECHNICAL, Its Officers, Directors, Employees, Agents And Licensees From Any And All Liability Including Costs, Expenses And Attorneys’ Fees That Arise Out Of Or Are Related To Your Violation Or Misuse.

## TERMINATION OF THE USE OF SITE

BHM GEOTECHNICAL May, In Its Sole Discretion And In Addition To Any Other Remedies Available To BHM GEOTECHNICAL, With Or Without Cause, Withdraw, Suspend Or Discontinue At Any Time Any Materials Or Services Available On This Site, Your Username And Password, And Any Functionality Or Features In Or On This Site, With Or Without Notice.



## MODIFICATIONS

BHM GEOTECHNICAL Reserves The Right To Change Or Modify The Terms And Conditions Of Use At Any Time. Any Questions Regarding The Terms And Conditions Of Use Should Be Sent To [legal@bhmgeo.com.au](mailto:legal@bhmgeo.com.au). The Terms And Conditions Of Use Shall Not Be Modified Except In Writing, As Posted On This Site By BHM GEOTECHNICAL. Any Change Or Modification Made By BHM GEOTECHNICAL Will Be Effective Immediately Upon Posting On This Site And Your Continued Use Of This Site Means That You Have Agreed To Accept Any Changes Or Modifications Made By [BHM GEOTECHNICAL](#).