

## Website Terms of Use

Henry Schein Regional Pty Ltd (ACN: 003 770 321) as the trustee for The Henry Schein Regional Trust (ABN: 83 132 312 515) and its related companies (together *Henry Schein, we, us* and other similar expressions) welcomes you, the viewer and user of this website.

### 1.1 Acceptance of these terms of use

- 1.1.1 *We provide this website subject to these terms of use. Before you browse or use any facilities on this website, it is important that you read, understand, and agree to these terms of use.*
- 1.1.2 *In using this website, you agree to be bound by these terms of use. If you use the website on behalf of a third party, for example an organisation or employer, you agree to these terms of use on your own behalf and on behalf of that third party. If you do not accept these terms of use, you must refrain from using this website.*

### 1.2 Access

- 1.2.1 *You must ensure that your access to this website is not illegal or prohibited by laws that apply to you.*
- 1.2.2 *Access to this website may be terminated or suspended at any time by us without notice to you.*

### 1.3 Privacy

- 1.3.1 We treat all personal information submitted to us in accordance with our Privacy Policy. For more information about our Privacy Policy, please click [here](#).

### 1.4 Online Purchases

- 1.4.1 All purchases made through the website will be subject to our terms and conditions of trade set out [here](#).

### 1.5 Variations

- 1.5.1 *We reserve the right to amend these terms of use from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of this website will represent an agreement by you to be bound by the terms of use as amended.*

### 1.6 Registration of Account

- 1.6.1 In order to access various parts of this website or access particular content available on this website, you must register for an account
- 1.6.2 You must enter account information which is true and correct.
- 1.6.3 You must keep your password and account details safe and secure.
- 1.6.4 You are responsible for all use of the website, including the ordering of products, which occurs through an account registered in your name.
- 1.6.5 You will not permit any third-party to directly access the website through your logon information. All website information is your own personal use and may not be shared with third parties even if they are analysing such information for you.
- 1.6.6 We reserve the right to suspend or delete any registered account in our absolute discretion.

### 1.7 Restricted use

- 1.7.1 You are not authorised to reproduce any content available on or accessible from this website (**Content**) for the purposes of:
  - 1.7.1.1 placing an order for products with us;
  - 1.7.1.2 using the website as a technical resource; or
  - 1.7.1.3 for ancillary purposes in connection with the purposes set out in 1.7.1.1 or 1.7.1.2.
- 1.7.2 You must not, without our prior written approval, on-sell Content obtained from this website.
- 1.7.3 You must not use the Content or the website for any purpose which is unlawful or prohibited by these terms of use.
- 1.7.4 You must not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the website including code and software.

- 1.7.5 You must not use data mining, robots, screen scraping, or similar data gathering and extraction tools on the website for establishing, maintaining, advancing or reproducing information contained on our website, on your own website or in any other publication, or for your own personal use or benefit (other than as expressly set out in these terms of use), except with our prior written consent.

## **1.8 Content**

- 1.8.1 All Content is provided by us or by others in good faith. You accept that the Content provided by us is general information and is not in the nature of advice. We have derived the Content from sources which we believe to be accurate and up to date as at the date of publication.
- 1.8.2 We make no representation about the accuracy, completeness or usefulness of the Content or its fitness for any particular purposes, nor do we undertake to keep this website or the Content up to date. This applies to Content provided by us and to Content provided by others.
- 1.8.3 Where the Content provided by others contains opinions or judgements of third parties, we do not purport to endorse those opinions or judgements, nor the accuracy or reliability of them.
- 1.8.4 You must evaluate, and bear all risks associated with the use of Content, whether provided by us or by others, including your reliance on the accuracy, completeness, or usefulness of it. By using the website you agree that we are not responsible for:
- 1.8.4.1 the accuracy or otherwise of the content displayed or omitted from the website;
  - 1.8.4.2 any person's reliance on content available or omitted from the website;
  - 1.8.4.3 any loss in connection with the use of the website.
- 1.8.5 You should make your own enquiries and seek independent advice from relevant industry professionals before acting or relying on any Content, whether provided by us or by others.

## **1.9 Advertisements**

Responsibility for the content of advertisements appearing on this website (including hyperlinks to advertiser's own websites) rests solely with the advertisers. The placement of advertisements on this website does not constitute a recommendation or endorsement by us of the advertiser's products and each advertiser is solely responsible for any representations made in connection with its advertisement.

## **1.10 Copyright**

- 1.10.1 Copyright in the Content and this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us.
- 1.10.2 Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* of the Commonwealth of Australia and similar legislation which applies in your location, and except as expressly authorised by these terms of use, you may not in any form or by any means:
- 1.10.2.1 adapt, reproduce, distribute, print, display, perform, publish or create derivative works from any part of this website; or
  - 1.10.2.2 commercialise any Content, goods or services obtained from any part of this website,
- without our prior written approval.

## **1.11 Trademarks**

- 1.11.1 The words 'HENRY SCHEIN, INC.', 'HENRY SCHEIN EVERYTHING DENTAL', 'HENRY SCHEIN GURU' and the HENRY SCHEIN logo are registered trade marks (**Trade Marks**) of HS TM LLC. You must not use these Trade Marks, or any other trade mark owned by us and displayed on this website without our prior written approval.
- 1.11.2 This website may also display other names and logos that are trade marks of other third parties. You must not use those trade marks without our prior written approval or the prior written approval of the relevant third party owner.

## **1.12 Territorial restriction**

We make no representation that the Content available or through this website is appropriate or available for use outside the Commonwealth of Australia. If you choose to access this website from other locations, you do so at your own risk and at your own initiative, and you are responsible for compliance with your local laws, if and to the extent applicable.

## **1.13 Communication with us and others**

- 1.13.1 This website may contain communication facilities which allow you to communicate with us and others through online enquiry and feedback forms, and may contain other electronic messaging and notice services (**Communication Facilities**).
- 1.13.2 You acknowledge that Communications Facilities may be public and not private communications. Further, you acknowledge that Communication Facilities should not be considered reviewed, screened, or approved by us.
- 1.13.3 When using the Communication Facilities or this website, you must not, and you must not authorise, aid, abet encourage or incite any other person, to post or transmit any information, image, text or other material of any kind whatsoever:
- 1.13.3.1 that is not original material in which you own copyright, unless you are authorised by the copyright owner to post or transmit that material on this website;
  - 1.13.3.2 that violates or infringes upon the rights of any other person;
  - 1.13.3.3 that contains personal information of any other person, such as phone numbers, mail or email addresses;
  - 1.13.3.4 that is unlawful, threatening, abusive, defamatory, obscene, vulgar, profane or indecent or that is sexual or pornographic in nature;
  - 1.13.3.5 that vilifies, insults or humiliates any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
  - 1.13.3.6 that contains a virus or other harmful component;
  - 1.13.3.7 that advertises or promotes any goods or services, websites, competitions or schemes or otherwise for commercial purposes; or
  - 1.13.3.8 that is knowingly incorrect, misleading or deceptive.
- 1.13.4 Responsibility for the content of material posted on this website rests solely with the person who posts it. Where that content contains opinions or judgements of third parties, we do not purport to endorse those opinions or judgements, nor the accuracy or reliability of them.

## **1.14 Viruses**

- 1.14.1 You must make your own precautions to ensure that the process which you use for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- 1.14.2 We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

## **1.15 Security of information**

No data transmission over the internet can be guaranteed as totally secure. While we strive to protect information we transmit and receive, we do not warrant and cannot assure the security of any information which you transmit to us.

## **1.16 Linked sites**

- 1.16.1 The website may be linked to other websites over which we have no control. Those links are provided for convenience only and may not remain current or be maintained.
- 1.16.2 *We do not sponsor, endorse, adopt, confirm, guarantee or approve the content or representations made on those websites. We make no representations about the accuracy of content contained on those websites. We are not liable for the content on those websites.*
- 1.16.3 *No links from external websites to this website are permitted without our prior written approval.*

## **1.17 Limitation of liability**

- 1.17.1 Terms, conditions, warranties and guarantees implied by law which cannot be excluded, restricted or modified apply to these terms of use, and your use of the website to the extent required by that law.
- 1.17.2 We exclude to the extent permitted by law all other terms, conditions, warranties and guarantees which might be implied into these terms of use.
- 1.17.3 Our sole liability for breach of any terms, conditions and warranties implied by law, where the breach relates to the supply of services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption, and where it is fair and reasonable to do so, is limited at our option to one or more of the following:
  - 1.17.3.1 the supplying of the services again; or
  - 1.17.3.2 the payment of the cost of having the services supplied again.
- 1.17.4 You do not rely on any representation, warranty or other provision made by us or on our behalf which is not expressly stated in these terms of use. In particular, we make no warranty or representation that the website will always be available, accessible, secure or operate without error; or that the website will meet your requirements. We take no responsibility for, and will not be liable for, the website being unavailable.
- 1.17.5 Subject to clause 1.17.3:
  - 1.17.5.1 we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any loss arising out of your use of or reliance on any Content; and
  - 1.17.5.2 without limiting clause 1.17.5.1, we are not liable for any direct, indirect, incidental, special and/or consequential damage, loss, claim, expense or loss of profits whatsoever or any loss of data which result from any use or access, or any inability to use or access, or misuse by you or any other party, of this website or otherwise in connection with any Content.

## **1.18 Indemnity**

You agree to hold harmless and indemnify us and our subsidiaries, officers, agents and employees from and against any loss, damage or costs that we, or any of our subsidiaries, officers, agents and employees, may incur in connection with your breach of these terms of use or any other legal obligation by you.

## **1.19 General information**

- 1.19.1 These terms of use supersede any prior agreements between you and us in respect of your use of this website. You may also be subject to additional terms and conditions that may apply when you use particular services available on or through this website.
- 1.19.2 Headings in these terms of use are for convenience only and do not affect interpretation.
- 1.19.3 Our failure to exercise or enforce any right or provision of these terms of use must not be treated as a waiver of the right or provision.
- 1.19.4 If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, then the provision is deemed deleted but the court should try to give effect to the parties' intentions as reflected in the provision. The other provisions of these terms of use are to remain in full force and effect.
- 1.19.5 There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between us and any user simply by the existence or use of this website.
- 1.19.6 Your rights and obligations under these terms of use are personal and may not be assigned or dealt with in any way without our approval, which we may withhold in our absolute discretion.
- 1.19.7 We may assign, novate, license, sublicense or subcontract all or any parts of our rights or obligations (under these terms of use) without your agreement or consent.

1.19.8 These terms of use and the relationship between you and us are governed by the laws in force in New South Wales, Australia. You agree to submit to the personal and non-exclusive jurisdiction of the courts in New South Wales, Australia.