

Welcome to SoilSource Pty Ltd (SoilSource) identified with the Australian Business Number 60 691 425 340, a digital platform that connects construction companies with excess clean soil (VENM/ENM) to those seeking clean soil for reuse. Our Address is PO Box 738, Lane Cove NSW 1595. By accessing or using Soilsource, you agree to the following Terms and Conditions.

Comentado [AG1]: Incluye esta introduccion

1. Introduction

These Terms and Conditions apply to your use of this website and to any transactions relating to our products and services. By accessing or using this website, you agree to be bound by these Terms. You may also be subject to additional contracts relating to your relationship with us or any products or services you receive. If any provisions of those additional contracts conflict with these Terms, the provisions of the additional contracts will prevail to the extent of the inconsistency. These Terms are governed by the laws of New South Wales, Australia.

2. Scope of Services

SoilSource operates as an affiliate referral and digital marketplace facilitation service only. SoilSource connects soil suppliers and soil receivers by enabling the exchange of information through the platform. SoilSource does not act as a broker, agent, adviser, or representative of any user and is not a party to any transaction between suppliers and receivers.

3. No Advice or Recommendation

SoilSource does not provide advice, recommendations, opinions, or assurances of any kind, including in relation to geotechnical suitability, environmental compliance, regulatory approval, or fitness for any purpose. All decisions remain the sole responsibility of the users.

4. Platform Matching and Filtering

Any options presented on the platform are generated based on objective criteria such as location, availability, and information provided by users. Presentation of an option does not constitute a recommendation, endorsement, or assessment of suitability.

5. Geotechnical and Regulatory Responsibility

SoilSource does not assess, verify, test, or certify material properties or site conditions. Determining geotechnical suitability, environmental compliance, regulatory requirements, approvals, and lawful use of any material is the sole responsibility of the supplier and receiver.

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6. Binding Agreement

By registering with, accessing, or using this website, you agree to be bound by these Terms and Conditions. Where applicable, we may require you to expressly accept these Terms, for example, by clicking "I agree" or similar confirmation during account creation or purchase processes.

We take reasonable steps to ensure that these Terms are brought to your attention. If you do not agree to these Terms, you must not use this website or any services provided through it.

7. Electronic communication

By using this website or communicating with us electronically (including via email or through forms on our website), you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You acknowledge that electronic communications from us will be deemed to satisfy any legal requirement for written communication, provided they are accessible and retainable for future reference. If you do not wish to receive communications electronically, you must notify us in writing and discontinue use of the website and services.

8. Intellectual property

We (or our licensors) own and control all intellectual property rights in this website and in the content, data, information, graphics, logos, and other materials displayed or accessible on it. These rights are protected under Australian laws, including the Copyright Act 1968 and the Trade Marks Act 1995.

8.1 All the rights are reserved

Unless expressly stated otherwise, you are not granted any license or right to use, copy, reproduce, modify, distribute, display, perform, transmit, publish, sell, license, or otherwise exploit any content from this website without our prior written consent.

You may only use content from this website to the extent permitted by Australian law, including fair dealing provisions for purposes such as research, criticism, or news reporting.

9. Third-Party Websites and Services

This website may contain links or references to third-party websites or services. These links are provided for your convenience only. We do not monitor, control, or endorse the content, products, or services offered by third parties, and we make no representations or warranties regarding their accuracy, reliability, or legality.

Your use of third-party websites is subject to the terms and conditions and privacy policies of those websites. We are not responsible for the privacy practices, content, or conduct of any third-party websites or services.

You assume all risks associated with accessing or using third-party websites, including any loss or damage resulting from the disclosure of personal information. To the maximum extent permitted by law, we disclaim all liability for any harm arising from your interaction with third-party websites or services.

10. Responsible use

By accessing or using this website, you agree to use it solely for lawful purposes and in accordance with these Terms, any additional agreements with us, and applicable laws and industry standards.

You must not:

- Use, publish, or distribute any material that contains or links to malicious software or harmful code;
- Use data obtained from this website for unsolicited marketing, spam, or promotional activities;
- Engage in any systematic or automated data collection activities (including scraping, crawling, data mining, or harvesting) without our express written consent;
- Undertake any activity that may damage, disrupt, or interfere with the performance, availability, or accessibility of the website.

We reserve the right to suspend or terminate access to the website and pursue legal remedies if these terms are violated. These restrictions are enforceable under applicable Australian laws, including the Copyright Act 1968, the Privacy Act 1988, and the Australian Consumer Law.

11. Registration and Account Security

You may register for an account on our website. During registration, you may be required to choose a password. You are solely responsible for maintaining the confidentiality of your password and account information, and for all activities that occur under your account. You agree not to share your login credentials or grant access to your account to any other person.

You must notify us immediately if you suspect or become aware of any unauthorised use of your account or disclosure of your password. We are not liable for any loss or damage arising from your failure to maintain the confidentiality of your account credentials.

By registering, you agree to provide accurate and complete information and to keep this information up to date. Your personal information will be handled in accordance with our Privacy Policy.

If your account is terminated due to a breach of these Terms or other misconduct, you must not attempt to register a new account without our prior written consent. We reserve the right to deny re-registration at our sole discretion.

12. Unsolicited Idea submissions

Please do not submit any ideas, inventions, creative works, or other materials that may be considered your intellectual property unless we have first entered into a written agreement with you, such as a non-disclosure agreement or intellectual property assignment agreement.

If you choose to submit any content to us without such an agreement, you acknowledge and agree that:

- The submission is made voluntarily and without any expectation of compensation or confidentiality;
- You grant us a worldwide, non-exclusive, royalty-free, irrevocable license to use, reproduce, store, adapt, publish, translate, and distribute the submitted content in any existing or future media;
- We are under no obligation to review, respond to, or use your submission.

This clause operates subject to applicable laws, including the Copyright Act 1968 (Cth) and other relevant Australian intellectual property legislation.

13. Termination of use

We may, at our sole discretion and in accordance with applicable law, modify, suspend, or discontinue access to the website or any services provided through it, temporarily or permanently, without prior notice.

You acknowledge and agree that we will not be liable to you or any third party for any such modification, suspension, or discontinuance of access, including any loss of content, features, or functionality you may have contributed or relied upon.

You are not entitled to any compensation or other payment in connection with such actions, except as required by law.

You must not attempt to circumvent or bypass any access restriction measures implemented on our website.

Certain provisions of these Terms, including those relating to intellectual property, limitation of liability, and dispute resolution, will survive termination of your access to the website.

14. Warranties and liability

SoilSource acts solely as an affiliate referral and marketplace facilitation service and does not manufacture or sell products directly. While we facilitate transactions between consumers and suppliers, any consumer guarantees relating to the quality, safety, or performance of products are the responsibility of the supplier or manufacturer.

Our services are provided in accordance with the Australian Consumer Law, which guarantees that services will be delivered with due care and skill, be fit for purpose, and completed within a reasonable time. Nothing in this section limits or excludes any

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guarantees, warranties, representations, or conditions implied by law that cannot be lawfully limited or excluded.

This website and all content on the website are provided on an "as is" and "as available" basis for general informational purposes only. While we strive to ensure the accuracy and reliability of the content, it may contain errors or inaccuracies. We expressly disclaim all warranties of any kind, whether express or implied, regarding the availability, accuracy, or completeness of the content.

We do not warrant that:

- This website or our services will meet your requirements;
- This website will be available on an uninterrupted, timely, secure, or error-free basis;
- The quality of any product or service obtained through this website will meet your expectations.

Nothing on this website constitutes, or is intended to constitute, legal, financial, or medical advice. You should consult an appropriate professional for specific advice tailored to your situation.

To the maximum extent permitted by law, we will not be liable for any direct or indirect damages (including loss of profits or revenue, loss or corruption of data, software or databases, or damage to property) incurred by you or any third party arising from your access to or use of our website.

Except where an additional contract expressly states otherwise, our maximum aggregate liability to you for all claims arising out of or related to the website or any services provided—regardless of the form of action (whether in contract, equity, negligence, tort, or otherwise)—will be limited to the total amount you paid to us for those services. This limitation applies only to the extent permitted by law and does not exclude liability for negligence, breach of statutory duty, or consumer guarantees under the Australian Consumer Law

15. Privacy

To access our website and/or services, you may be required to provide certain personal information, such as your name and email address. You agree that any information you provide will be accurate, complete, and up to date.

We are committed to protecting your privacy and handle your personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). For more details, please refer to our [Privacy Policy](#) and [Cookie Policy](#).

We will not use your email address for unsolicited marketing communications. Any emails sent by us will relate only to the provision of agreed products or services, or where you have given express or inferred consent. You may unsubscribe from marketing communications at any time using the link provided in our emails.

If you have any concerns about how your personal information is handled, please contact us using the details provided in our [Privacy Policy](#)

16. Accessibility

We are committed to ensuring that our website is accessible to all users, including individuals with disabilities. We aim to comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, as recommended by the Australian Human Rights Commission, and to meet our obligations under the Disability Discrimination Act 1992 (Cth).

If you experience any difficulty accessing content on our website due to a disability, please contact us with a detailed description of the issue. We will make reasonable efforts to address and resolve the issue promptly, using industry-standard accessibility tools and techniques.

We continuously strive to improve the accessibility of our website and welcome feedback to help us enhance the user experience for all visitors.

17. Export restrictions / Legal compliance

Access to this website and the purchase of products or services may be subject to export control laws and regulations. You are responsible for ensuring that your use of this website and any transactions comply with all applicable laws, including the Customs Act 1901 (Cth), the Export Control Act 2020 (Cth), and any relevant regulations administered by the Australian Border Force and Defence Export Controls.

You must not access or use this website, or purchase products or services, from jurisdictions where such access or transactions are prohibited by law. This includes countries subject to Australian Government sanctions or where the export of certain goods or services is restricted.

By using this website, you represent and warrant that you are not located in a country subject to Australian export restrictions and that you will not use the website or its content in violation of any applicable export laws.

18. Affiliate marketing disclosure

This website may engage in affiliate marketing, which means we may earn a commission or other compensation when you click on affiliate links and make purchases through those links. We may also accept sponsorships or other forms of advertising compensation from businesses.

We are committed to transparency and compliance with Australian laws, including the Australian Consumer Law (ACL) and the Australian Association of National Advertisers (AANA) Code of Ethics. As such, we clearly disclose any commercial relationships that may influence the content we publish.

Any affiliate links or sponsored content will be clearly marked to ensure you are aware of our relationship with the businesses we promote. Any affiliate links or sponsored content, where present, relate only to ancillary website content and do not form part of SoilSource's core marketplace or referral services.

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19. Assignment

You may not assign, transfer, or sub-contract any of your rights or obligations under these Terms and Conditions, in whole or in part, to any third party without our prior written consent. Any attempted assignment without such consent will be deemed null and void.

We may assign or transfer our rights and obligations under these Terms without notice or your consent, provided such assignment does not adversely affect your rights under Australian Consumer Law.

20. Breaches of these Terms and conditions

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

21. Indemnification

You agree to indemnify, defend, and hold us harmless from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising directly from your breach of these Terms and Conditions or applicable laws, including violations of intellectual property rights and privacy rights.

This indemnity applies only to the extent that such claims or losses result from your actions, omissions, or misuse of the website or services. You will promptly reimburse us for any costs or expenses reasonably incurred in connection with such claims.

This clause does not apply to losses caused by our own negligence, misconduct, or breach of statutory obligations, and is subject to the protections provided under the Australian Consumer Law.

22. Waiver

Any failure or delay by us in enforcing any provision of these Terms and Conditions, or in exercising any right or remedy, shall not be construed as a waiver of that provision or right. No waiver shall be effective unless it is expressly stated in writing and signed by us. The validity and enforceability of these Terms and Conditions shall not be affected by any such failure or delay, and we reserve the right to enforce each and every provision at any time.

23. Language

These Terms and Conditions will be interpreted and construed exclusively in English. All notices, communications, and correspondence will be provided in English. If we provide a translation of these Terms and Conditions or any related documents, the English version will prevail in the event of any conflict or inconsistency.

By using this website, you confirm that you understand English or have had the opportunity to obtain assistance in understanding these Terms and Conditions.

24. Entire agreement

These Terms and Conditions, together with our Privacy Statement and Cookie Policy, constitute the entire agreement between you and Soil Source in relation to your use of this website.

This clause does not limit or exclude any rights or guarantees you may have under the Australian Consumer Law or other applicable legislation.

25. Updating of these Terms and conditions

We may update these Terms and Conditions from time to time to reflect changes in our practices, services, or legal obligations. The date at the beginning of these Terms indicates the most recent revision.

We will notify you of any material changes by posting an updated version on this website and, where appropriate, by sending an email notification or displaying a prominent notice. The revised Terms and Conditions will become effective on the date specified in the notice. Your continued use of the website after such changes are posted will constitute your acceptance of the updated Terms and Conditions. We encourage you to review these Terms periodically to stay informed of any updates.

If you would like to access previous versions of these Terms and Conditions, please contact us at andresg@soilsource.com.au.

26. Choice of Law and Jurisdiction

These Terms and Conditions are governed by the laws of New South Wales, Australia. Any disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of New South Wales.

If any provision of these Terms and Conditions is found to be invalid or unenforceable under applicable law, that provision will be modified, deleted, or enforced to the maximum extent permissible to give effect to the intent of these Terms. The remaining provisions will remain in full force and effect.

27. Contact information

This website is owned and operated by SoilSource.

If you have any questions or concerns regarding these Terms and Conditions, our Privacy Policy, or any other legal matters, you may contact us by email or post:

Email: andresg@soilsource.com.au

Postal Address: PO Box 738, Lane Cove NSW 1595, Australia

We aim to respond to all inquiries within a reasonable timeframe during standard business hours.

28. Download

You can [also download](#) our Terms and Conditions as a PDF.

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