

WEBSITE TERMS OF USE ("TERMS")

By accessing, using or browsing on this website, or by continuing to do so, you expressly accept and agree to be bound by these Terms. In accepting these Terms, you agree that these Terms and our Privacy Policy published on this website will apply.

ProAgni (Aust) Pty Ltd ACN 627 185 960 ("we", "us" or "our") may amend these Terms from time to time. Your use of the website after we make amendments to these Terms will oblige you to comply with these Terms as amended.

1. Intellectual property

- 1.1 All intellectual property in this website, including copyright, any trade marks and any other intellectual property rights in or associated with this website is owned or licensed to us.
- 1.2 You must not do or allow any third party to do anything which may infringe, damage or endanger our intellectual property rights or the intellectual property rights of a third party in respect of the website.

2. Privacy

We will collect, hold and use your personal information in accordance with our Privacy Policy available on this website. Our Privacy Policy sets out:

- 2.1 our Privacy Officer's contact details;
- 2.2 the purposes for which we collect personal information and our usual disclosure practices;
- 2.3 information about our disclosure of personal information overseas;
- 2.4 how to access and seek correction of your personal information; and
how to complain about a breach of our obligations in respect of your personal information and how we will deal with such a complaint..

Our collection of your personal information is not required by any law, however if you do not provide us with all of the personal information that we may request, it may impact our ability to deliver products or provide you with information or services, or our advice or services may be compromised.

3. Security

- 3.1 We take all reasonable steps to ensure the security of our systems. Any information which we hold for you is stored on secure servers. In addition, our employees and the contractors who provide services relating to our information systems (as applicable) are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for any loss that may arise from unauthorised access to your personal information or other data..
- 3.2 The website may contain links to other websites. We are not responsible for the privacy or security practices or the content of such websites. We accept no responsibility for and you release us from any liability that may arise from your use of a third party website.
- 3.3 We exercise reasonable care to ensure that your information is secure on our system. However, the possibility exists that the information could be unlawfully observed by a third party while the data is being transmitted over the internet or while stored on cloud based servers. You release us from any liability that may arise if any other persons obtain the information you submit to the website to the extent permitted by law.

4. No representations and warranties

- 4.1 To the maximum extent permitted by law, we do not provide any representations or warranties relating to this website, its content or its availability.
- 4.2 We will not be responsible in any way for the availability of the website, and you release us from any liability with respect to same to the extent permitted by law.
- 4.3 We do not warrant that the website will operate error-free or that the website and its server are free from computer viruses or other harmful mechanisms.
- 4.4 Nothing in these Terms excludes any liability under the Australian Consumer Law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), or any other applicable law, that cannot be excluded by law. If the Australian Consumer Law or any other law implies a guarantee, condition or warranty into these Terms that cannot be excluded by law, our liability for any breach of such guarantee, condition or warranty will be, to the maximum extent permitted, either limited to the replacement or supply of equivalent goods or services, or the payment of the cost of having the goods or services re-supplied.

5. Release from liability

To the maximum extent permitted by law including the Australian Consumer Law, we will not be liable for any direct, indirect or consequential loss (including without limitation loss of profits, loss of revenue, loss of data, lost production, loss of business, loss of the benefit of any contract or other agreement or arrangement, damage to reputation or any other losses which do not arise naturally from a breach of contract) resulting directly or indirectly from your

access to the website or any action taken or reliance by you on any information provided on this website including without limitation any information provided in respect of our products (including through negligence).

6. **Third party data**

We are not responsible for the content of any data on or accessed through the website that is not originated by us. We exercise no direct supervision or control over the content of such data. We do not assume any responsibility for data not actually provided or expressly authorised by us. The responsibility for data that does not conform to these Terms and all possible consequences lie with the provider or sender of the data.

7. **Acceptable uses**

You must use the website responsibly and within the law. It is your responsibility to:

- 7.1 use the website in a manner which does not violate any applicable laws or regulations;
- 7.2 respect the legal protection afforded by copyright, trade mark, license rights and other laws to data and content accessible via the website;
- 7.3 respect the privacy of others;
- 7.4 use the website in a manner which does not interfere with or disrupt other users of the website, services or equipment;
- 7.5 refrain from acts that waste resources or prevent other users from receiving the full benefit of the website; and
- 7.6 use the website lawfully, ethically and in accordance with accepted community standards.

8. **Unacceptable uses**

8.1 You must not use the website in any way which breaches local, state, federal or international laws or regulations. Without limiting that, you must not:

- 8.1.1 violate copyright, trade mark or other intellectual property rights;
- 8.1.2 illegally store, use or distribute software owned by or licensed to us;
- 8.1.3 transmit threatening, obscene or offensive materials;
- 8.1.4 discriminate or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 8.1.5 misrepresent or defame others;
- 8.1.6 commit fraud;
- 8.1.7 damage, modify or destroy any of our or any other person's files, data, passwords, devices or resources;
- 8.1.8 make an unauthorised transmission of confidential information or data protected by trade secrets;
- 8.1.9 engage in misleading or deceptive on-line practices;
- 8.1.10 conduct any business or activity or solicit the performance of any activity that is unlawful;
- 8.1.11 impersonate any person, or misrepresent your identity or affiliation with any person; or
- 8.1.12 attempt to do any of these things.

8.2 You must not use the website to interfere with or disrupt the website or other users, services or equipment. In particular, for example, you must not:

- 8.2.1 distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists;
- 8.2.2 send unsolicited commercial messages;
- 8.2.3 initiate or spread computer worms, viruses or other types of malicious programs;
- 8.2.4 make transmissions of any type or quantity which adversely affect the operation of the website or jeopardises the use of the website, or its performance for other users of the website; or
- 8.2.5 harass or impersonate us, the website or other users of the website;
- 8.2.6 attempt to interfere with service to any user, host or network, including without limitation via means of overloading, "flooding", "mail bombing" or "crashing";
- 8.2.7 forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- 8.2.8 engage in conduct which causes a threatened or actual nuisance to other users of the website; or
- 8.2.9 violate or attempt to violate the security of the website.

8.3 You must not:

- 8.3.1 attempt to reconfigure the website in any way or modify, reverse engineer, disassemble, decompile, copy or cause unintended effect to any part of the website or any software used on the website;

- 8.3.2 data scrape the website either manually or by use of a web spider, web robot or any other web crawling or other technology; or
- 8.3.3 attempt to obtain unauthorised access to any part of the website, or to our servers or any hardware supporting the website.

9. Our rights

- 9.1 You will indemnify us against all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute that we suffer or incur as a result of:
 - 9.1.1 any breach of these Terms by you;
 - 9.1.2 your use of or access to the website or any information provided on the website;
 - 9.1.3 your breach of any third party's intellectual property rights; or
 - 9.1.4 any wilful, unlawful or negligent act or omission by you.
- 9.2 Without limiting any of our other rights, if you breach any term of these Terms, we will have the right to:
 - 9.2.1 confiscate or destroy or require you to return or destroy, at your cost, all material that you have obtained from the website;
 - 9.2.2 require you to delete or otherwise permanently remove from any electronic device, information you have obtained from the website, using any means reasonably necessary;
 - 9.2.3 suspend or terminate your access to the website; and
 - 9.2.4 take any other action against you.
- 9.3 These Terms are governed by and are to be interpreted pursuant to New South Wales law and users of the website submit to the non-exclusive jurisdiction of New South Wales courts in respect of any disputes under or related to these Terms or a user's access to or use of the website.

10. What we may do to ensure that these Terms are being followed

- 10.1 We may (but are not obliged to) monitor your use of the website to determine whether these Terms are being followed. If we monitor your use, we will safeguard your privacy unless doing so would involve us concealing a criminal offence, be contrary to law or inhibit the enforcement of these Terms.
- 10.2 If we become concerned that your use of the website may break the law or that you have not complied with these Terms, we will generally attempt to contact you by email before taking action (if possible). However we may at any time report any offences committed by a user of this website to the relevant law enforcement authorities.
- 10.3 If we believe that your use of the website may break the law or that you have not complied with these Terms we may also
 - suspend or terminate your access to the website without notice.

11. Limitations

- 11.1 We may from time to time suspend, disconnect or deny access to the website, without notice to you during any technical failure, modification or maintenance affecting the website.
- 11.2 Without notice to you, we may remove, amend or alter any material or data in the website for any reason including without limitation upon being made aware of any claim or allegation or risk of a claim or allegation that any such material or data is unlawful, defamatory, offensive or in breach of a third party's rights.