

## Terms and Conditions of Use of the Dilignet Website

For purposes of these terms and conditions, "Dilignet" shall mean Dilignet P/L and all of its direct and indirect subsidiaries.

### 1 Acceptance of terms and conditions

Dilignet provides the information contained on this website and any pages comprising the website ("website") to you subject to the terms and conditions of use set out herein ("terms and conditions"). By accessing, using and/or downloading any information from the website, you are deemed to have accepted and agreed to the terms and conditions. If you do not accept and agree to the terms and conditions, do not access, use or download any information from the website.

### 2 Modification of terms and conditions

Dilignet may at any time modify the terms and conditions without notice to you and your continued access or use of the website will be subject to the terms and conditions in force at the time of such access or use. Accordingly, you should review the terms and conditions periodically as your continued access or use of the website shall be deemed to be your acceptance of the amended terms and conditions.

### 3 Content of the Website

Whilst every effort is made to update the information contained on this website on a regular basis, Dilignet does not make any representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information, opinions, data and/or content contained on the website and shall not be bound in any manner by any information contained on the website. Dilignet reserves the right at any time to change the content or discontinue without notice, any aspect or feature of the website. Opinions, research information, data or content contained on the website (and whether posted by Dilignet or a third party) should not be construed as advice and same are offered for information purposes only.

### 4 Links to Other Web Sites

External links may be provided for your convenience, but they are beyond the control of Dilignet and representation is not made as to their content. Use of or reliance on any external links is at your own risk. Hypertext links may not be created from any website controlled by you (whether directly or indirectly) to the website without the express prior written permission of Dilignet.

### 5 Copyright and Intellectual Property Rights

Copyright and all intellectual property rights in and to all materials, texts, drawings and data made available on the website (collectively "materials") are owned by Dilignet. Alternatively, Dilignet is the lawful user thereof and same are protected by Australian and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of the materials or any component thereof will constitute an infringement of such copyright and other intellectual property rights. The trademarks, names, logos and service marks (collectively referred to as "trademarks") displayed on the website are the registered and unregistered trademarks of Dilignet. Nothing contained on the website should be construed as granting any license or right to use any trademark without the prior written permission of Dilignet.

### 6 Public Forums and User Submissions

Dilignet is not responsible for any material submitted to the public areas by you (which include bulletin boards, social media feeds, chat rooms, or any other public area found on the website). Any material (whether submitted by you or any other user) is not endorsed, reviewed or approved by Dilignet. Dilignet reserves the right to remove any material submitted or posted by you in the public areas, without notice to you, if it becomes aware and determines, in its sole and absolute discretion, that there is a possibility that you may -

6.1 defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;

6.2 publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;

6.3 upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of Dilignet's and/or a third party's computer system and/or network;

6.4 violate any copyright, trademark, other applicable laws or intellectual property rights of Dilignet or any other third party;

6.5 submit contents containing marketing or promotional material which is intended to solicit business.

You further agree not to use the website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or which violates any applicable laws and you hereby indemnify Dilignet against any loss, liability, damage or expense of whatever nature which Dilignet or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website.

## **7 Warranties and Disclaimers**

Dilignet does not make any warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website. Dilignet shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and/or use of the website and any information contained on the website and you waive any and all claims which you may have against Dilignet in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or your dependents as a result of or which may be attributable directly or indirectly to the aforesaid. These limitations of liability shall apply regardless of the form of action, whether in contract, tort, and strict liability or otherwise, and regardless of whether either party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Dilignet shall not be liable for any indirect, contingent or consequential loss (including but not limited to loss of business or loss of profits) incurred or sustained by you or any third party howsoever arising in respect of your use of or reliance on the website or any information offered on or via the website.

## **8 General**

8.1 These terms and conditions constitute the sole record of the agreement between you and Dilignet in relation to the subject matter hereof. Neither you nor Dilignet shall be bound by any express, tacit or implied representation, warranty, promise or the like not recorded herein. These terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Dilignet in respect of the subject matter hereof. Addition to, variation or agreed cancellation of any provision of these terms of use shall not be binding upon Dilignet unless agreed to by Dilignet. Any indulgence or extension of time which Dilignet may grant to you will not constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of Dilignet in terms hereof, save in the event or to the extent that Dilignet has signed a written document expressly waiving or limiting such rights.

8.2 Dilignet shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these terms and conditions to any third party without notice to you.

8.3 All provisions of these terms and conditions are, notwithstanding the manner in which they have been linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever shall, in such jurisdiction only and only to the extent that it is so unenforceable, be disregarded and the remaining provisions of these terms and conditions shall remain of full force and effect.

8.4 These terms and conditions shall be governed by and construed in accordance with the laws of Victoria and Australia without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the Australian courts in respect of any disputes arising in connection with these terms and conditions or any matter related to or in connection therewith.

These terms and conditions were last updated on 24 August, 2015.