

## **CONNECTUS AUSTRALIA PTY LTD**

### **TERMS OF USE**

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Please carefully review the following terms of use (“**Terms of Use**”) before continuing on the Site. These Terms of Use constitute a legal document governing your use of the Site and any material contained on the Site. By using the Site, you agree to and accept these Terms of Use. If you do not agree with any of these Terms of Use and/or do not wish to be bound by them, please exit the Site and do not use the Site in the future.

We may, at any time, modify or add to these Terms of Use, and any such modifications or additions will be effective immediately upon posting on the Site. We suggest that you periodically check these Terms of Use for modifications or additions. Your continued use of the Site following the posting of any modification or addition signifies your acceptance of same.

#### **1. Ownership of the Site**

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We reserve the right, in our sole and unreviewable discretion, to suspend, discontinue, modify or restrict the use and availability of the Site or any portion thereof, at any time without notification to you or any third party.

### **3. Links to Third-Party Websites**

The Site may contain links to third-party websites. Any such links are provided for your convenience only. We do not, directly or indirectly, control the companies that provide or operate those websites, and we are not responsible for their practices (including, but not limited to, their privacy practices). We do not make any representations with respect to the contents of any third-party sites or any products, services or information offered on those sites.

### **4. Transmission to the Site**

Any communication or content that you send to the Site is and will be deemed to be non-confidential as between you and us, and Connectus will be free to use, modify, reproduce and distribute it for any purpose.

### **5. Disclaimer of Warranty**

We are providing access to the Site and its contents as a convenience to you. The Site and its contents are provided "AS IS." Your use of the Site is at your sole risk.

All Site content is provided for informational purposes only. You are responsible for evaluating the information provided to you before making a decision based on the content on the Site. You are also responsible for ensuring that the cache settings on your browser are set to allow you to receive the most recent Site content.

### **6. Limitation of Liability**

Neither we nor any of our suppliers assume any responsibility for the accuracy of any information contained on the Site, for any interruptions or errors in accessing the Site, or for any viruses or other harmful components contained on the Site or the server from which the Site is made available. We assume no responsibility for the timeliness, accuracy, or truthfulness of Site content derived from unaffiliated third-party sources. We reserve the right to revise the Site or withdraw access to the Site at any time.

We expressly disclaim liability for any damages resulting from access to or other use of this Site or in reliance upon any information on this Site. Some jurisdictions or laws may not allow certain limitations of liability, so the above limitations may not apply to you. Our liability in such case shall be limited to the greatest extent permitted by applicable law.

### **7. Indemnification**

You hereby agree to indemnify, defend and hold Connectus, its affiliates and all of our and their officers, directors, partners, members, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the "**Indemnified Parties**") harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of your use of the Site, and any breach by you of these Terms of Use or any of the representations, warranties and covenants made by you herein, including, without limitation, attorneys' fees and costs. You shall cooperate as fully as reasonably required or requested in the defense of any claim. Connectus reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Connectus.

## **8. Governing Law and Jurisdiction**

These Terms of Use, and all matters arising, directly or indirectly, from your access to or other use of the Site shall be governed by and construed in accordance with the laws of the state of New South Wales, without regard to conflict of laws rules. You hereby submit to the exclusive jurisdiction of the state and federal courts located in New South Wales, and waive any jurisdictional, venue or inconvenient forum objections to such courts. A printed version of these Terms of Use shall be admissible in judicial or administrative proceedings based on or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The materials contemplated herein are operated and controlled by Connectus in the Australia. The information provided herein is not intended for access or use by any person or entity in any jurisdiction or country where such access or use would be contrary to laws or regulations or which would subject us to any requirement within such jurisdiction or country.

## **9. Modifying and Terminating our Site**

We reserve the right to modify our Site or to suspend or stop providing all or portions of our Site at any time. You also have the right to stop using our Site at any time. We are not responsible for any loss or harm related to your inability to access or use our Site.

## **10. Severability**

If any provision of these Terms of Use is held to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid, or unenforceable any other provision of these Terms of Use, and that provision and these Terms of Use generally shall be reformed, construed, and enforced so as to most nearly give lawful effect to the intent of the parties as initially expressed in these Terms of Use.

## **11. Entire Agreement**

These Terms of Use constitute the entire agreement between you and us with respect to the Site, and supersede all prior or contemporaneous communications and proposals, whether oral, written or electronic, between you and us with respect to the Site.

**Last revised: May 29, 2024**