

THOUGHTCONNECTED WEBSITE TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 These Terms and Conditions are in effect at all times while you are using the Website. By using the Website, you agree to these Terms and Conditions. Please read them carefully.
- 1.2 We reserve the right to change these Terms and Conditions at any time.

2. OUR WEBSITE

- 2.1 While we take all reasonable care in the construction, operation and content of the Website, we make no guarantee or warranty that:
 - 2.1.1 the use of the Website will be uninterrupted or virus and error free; or
 - 2.1.2 any information contained in the Website is complete, accurate or up to date.
- 2.2 Where the Website contains information, opinions or advice of or given by third parties, we do not endorse such information, opinions or advice or give any guarantee or warranty as to the accuracy or reliability of such information, opinions or advice.
- 2.3 You must take your own precautions to ensure that the process which you employ for accessing the Website do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system. We are not responsible for any interference or damage to your computer system which arises in connection with your use of the Website or any other website linked to the Website.
- 2.4 We may ask other people to analyse traffic on the Website and they may use cookies to do so. Cookies are small text files that are transferred to a user's hard drive by a website for the purpose of collecting information about a user's identity, browser type or website visiting patterns.
- 2.5 Access to the Website may be terminated at any time by us without notice.

3. LINKS TO OTHER WEBSITES

Any links to third party websites located on the Website are provided for your convenience only. We have not reviewed each third party website and have no responsibility for such third party websites or their content. We do not endorse the third party websites or make representations about them or any material contained in them. If you choose to access a third party website linked to the Website, you do so at your own risk.

4. YOUR CONDUCT

- 4.1 You must not post or send to or from the Website any information or other material:

- 4.1.1 that is inaccurate or misleading or deceptive in any material respect;
 - 4.1.2 that contains images of another person without that person's permission (or in the case of a minor, the minor's parent or legal guardian);
 - 4.1.3 for which a third party holds the Intellectual Property Rights where you have not obtained all necessary consents to copy, disclose, distribute, incorporate or otherwise use the material for any purpose and for us to do the same;
 - 4.1.4 that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, gives rise to a civil liability, or otherwise is contrary to the law in Australia;
 - 4.1.5 that is harmful in nature including computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data; or
 - 4.1.6 that may be used in connection with spamming, spimming, phishing, trolling or similar activities.
- 4.2 You must not use the Website for the advertising, promotion or sale of goods or services or any other commercial activity nor may you solicit any Other User for such purposes.
- 4.3 You must not through the Website or in any other manner, harass, annoy, intimidate or threaten us or our employees or agents or any Other Users.
- 4.4 We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person contravening this clause.

5. **DISCLAIMER**

- 5.1 Except to the extent permitted by the Australian Consumer Law, this clause does not limit our liability in respect of any Consumer Guarantees.
- 5.2 Except where otherwise required by law (including the Australian Consumer Law):
- 5.2.1 all guarantees, conditions, warranties or other terms which may be implied by law or otherwise in connection with the use of the Website and the licence in clause 6.3 are excluded;
 - 5.2.2 we do not accept responsibility for any Liabilities which you may incur in connection with your use of the Website or any linked website and the licence in clause 6.3 and you release us from any Claim relating to such Liabilities;
 - 5.2.3 in no circumstances will we be responsible for any loss of profits or interruption to business or other indirect economic or other consequential loss suffered by you or any third party in connection with the use of the Website and the licence in clause 6.3; and

- 5.2.4 you indemnify us against all Liabilities which we may incur and release us from any Claim relating to your use of the Website and the licence in clause 6.3.

6. INTELLECTUAL PROPERTY

- 6.1 Except as expressly provided in this clause, you acquire no Intellectual Property Rights in using the Website.
- 6.2 Copyright and other Intellectual Property Rights in all material on the Website and underlying software codes and programs are held by us or licensed by us.
- 6.3 Unless otherwise indicated on the Website, we grant you a non exclusive non transferrable royalty free licence to print and download material from the Website for your reference and non commercial use, provided that you do not modify such material without our consent.
- 6.4 The licence in clause 6.3 terminates automatically and without the requirement for notice in the event you breach any of your obligations under these Terms and Conditions.
- 6.5 Subject to the limited licence in clause 6.3, other than for the purposes of, and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) and equivalent legislation which applies in your location, you may not, in any form or by any means:
 - 6.5.1 download, print, display, perform, reverse engineer, modify, reproduce, transmit, disseminate or publish such material;
 - 6.5.2 create derivative works from any part of such material; or
 - 6.5.3 commercialise any information, products or services obtained from any part of the material,without our consent or, in the case of third party material, the consent of the owner of the copyright in that material.
- 6.6 Any material you send or post to the Website or you otherwise provide to us will be considered non-proprietary and not confidential.
- 6.7 By posting or sending material to or from the Website or otherwise providing material to us, you:
 - 6.7.1 warrant to us that such material does not infringe any Intellectual Property Rights of any person; and
 - 6.7.2 grant to us an irrevocable, perpetual non-exclusive royalty free license to download, print, display, perform, reverse engineer, modify, adapt copy, reproduce, transmit, disseminate and publish such material and to create derivative works from any part of such material for any purpose and to grant sublicenses of the same.
- 6.8 You must notify us as soon as practicably possible, in the event you believe that any material on the Website constitutes an infringement of any Intellectual Property Rights and provide us with details and supporting evidence as we may reasonably request.

7. RESERVATION OF RIGHTS

- 7.1 We reserve the right to remove any material on the Website at any time.
- 7.2 We reserve the right to carry out our own investigations by various means for the purposes of verifying any information which you send or post to or from the Website and you consent to us carrying out such investigations. However, we make no warranties or representations about the conduct of such enquiries and will not be responsible to you for any information incorrectly verified.

8. YOUR BREACH

- 8.1 You indemnify us against all Liabilities which we may incur in respect of your breach of these Terms and Conditions.
- 8.2 Any breach or threatened breach of these Terms and Conditions entitles us to apply for and obtain injunctive relief in any court of competent jurisdiction in addition to all other available remedies.

9. CONTACT US

Please do not hesitate to send us any queries, comments or requests for information you may have regarding these Terms and Conditions. Please click [\[hyperlink\]](#).

10. GENERAL

- 10.1 These Terms and Conditions cover the entire agreement and understanding between you and us with respect to your use of the Website and supersede any prior agreement or understanding.
- 10.2 If there is any conflict between anything in these Terms and Conditions and anything else in the Website, these Terms and Conditions prevail.
- 10.3 If we waive any rights available to us under these Terms and Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 10.4 If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and Conditions shall nevertheless continue in full force.
- 10.5 Any indemnity or release in these Terms and Conditions survives termination of access to or closure of the Website. Any other provision in these Terms and Conditions intended to do so, survives the suspension or termination of access to or closure of the Website.
- 10.6 The validity and interpretation of these Terms and Conditions are governed by the laws of South Australia. Any dispute in connection with these Terms and Conditions is subject to the exclusive jurisdiction of the courts of South Australia.

11. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

- 11.1 **Australian Consumer Law** means the law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

- 11.2 **Claim** means any claim, demand, action or cause of action, whether in contract, tort, equity or under statute, and any loss, cost, expense or Liability arising from or in connection with such claim, demand, action or cause of action.
- 11.3 **Consumer Guarantees** means the consumer guarantees under the Australian Consumer Law.
- 11.4 **Intellectual Property** and **Intellectual Property Rights** includes property and rights in connection with copyright (including future copyright and rights in the nature of or analogous to copyright), know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions).
- 11.5 **Liabilities** means liabilities, losses, damages, actions, causes of action, arbitrations, claims, orders, judgments, outgoing costs (including legal costs calculated on a solicitor and own client basis) and expenses, whether present or future, actual or contingent.
- 11.6 **Other Users** means a third party using the Website.
- 11.7 **Website** means the website at <https://thoughtconnected.com.au/> and includes all information tools and other material posted or accessible from that website.
- 11.8 **We, our** and **us** refers to ThoughtConnect Pty Ltd (ACN 611 889 117).
- 11.9 **You, yours** and **yourself** refers to any person viewing or using the Website, including any links from the Website, either wholly or in part and includes a person whose credit/debit card is used in conjunction with the use of the Website.

12. INTERPRETATION

In these Terms and Conditions unless the context otherwise requires:

- 12.1 headings do not affect interpretation;
- 12.2 singular includes plural and plural includes singular;
- 12.3 words of one gender include any gender;
- 12.4 a reference to a party includes its executors, administrators, successors and permitted assigns;
- 12.5 a reference to a person includes a partnership, corporation, association, government body and any other entity;
- 12.6 an agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- 12.7 a provision is not to be construed against us only because we prepared it;
- 12.8 an unenforceable provision or part of a provision may be severed, and the remainder of these Terms and Conditions continues in force, unless this would materially change the intended effect of these Terms and Conditions; and

12.9 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.