

GENERAL TERMS OF USE

This page outlines the General Conditions of access to and use of this Site.

1 Acknowledgment and acceptance of General Conditions

- (a) www.depositbondaustralia.com.au (the **Site**) is owned and operated by Deposit Bond Australia Pty Limited (ACN 003 772 487) (**DBA**).
- (b) Your access to and use of the Site (collectively, your **Access**) is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained on this page and elsewhere on the Site (**General Conditions**). Your Access to the Site constitutes your agreement to be bound by the General Conditions. DBA reserves the right to amend the General Conditions at any time and you should periodically refer to them on this page and elsewhere on the Site.

2 Ownership of content on the site

- (a) The materials displayed on the Site, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trade marks on the Site (**Content**) are protected by copyright, trade mark and other intellectual property laws unless expressly indicated otherwise on the Site.
- (b) You must not modify, copy, reproduce, republish, frame, download onto a computer, upload to a third party, post, transmit or distribute this Content in any way except as expressly provided for in these General Conditions or with the express prior written consent of DBA.

3 Access to the Site

- (a) You may view the Site using your web browser and save an electronic copy, or print out a copy, of parts of this Site solely for your own personal use, information, research or study, but only if you keep all Content intact and in the same form as presented on the Site (including without limitation all copyright, trade mark and other proprietary notices and all advertisements).
- (b) You must not access or use the Site or the Content in any manner or for any purpose which:
 - (i) is illegal or prohibited by any laws that apply to you;
 - (ii) violates any right of DBA; or

- (iii) is prohibited by the General Conditions.
- (c) You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. DBA does not accept responsibility for any interference or damage to your own computer system which arises in connection with your Access.
- (d) You must not use the Content for commercial purposes without first obtaining the express written authority of DBA.

4 Disclaimer and limitation of liability

- (a) Whilst DBA has no reason to believe that any information contained in this Site is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this Site updated.
- (b) DBA does not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained in this Site. DBA and its directors, officers, agents, employees and contractors do not guarantee or warrant the Site will be uninterrupted, without delay, error-free, omission-free or free of viruses. The Content is provided “as is” without warranties of any kind, express or implied, including as to accuracy, timeliness and completeness.
- (c) Neither DBA nor its directors, officers, agents, employees or contractors shall be liable for any loss or damage, howsoever arising (whether in negligence or otherwise) out of or in connection with your Access, the Content and/or any omissions from the Content, except where liability is made non-excludable by legislation.
- (d) In the case of goods or services supplied or offered by DBA, liability for breach of any implied warranty or condition which cannot be excluded is limited at DBA’s option to either:
 - (i) the supply of the goods (or equivalent goods) or services again; or
 - (ii) the payment of the cost of having the goods (or equivalent goods) or services supplied again.

5 Indemnity

- (a) You must indemnify and hold harmless DBA and its directors, officers, agents, employees and contractors and keep them indemnified, against all

loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

- (i) any breach by you of the General Conditions; or
- (ii) reliance by you on any information obtained through the Site; or
- (iii) your Access to the Site.

6 Information provided

- (a) The Content on the Site provides general information only.
- (b) The information provided is not intended to replace or serve as a substitute for any accounting, tax or other professional advice, consultation or service **[including Financial Product Advice (as that term is defined in the Corporations Act 2001 (Cth) or other similar legislative regimes of other jurisdictions for which a licence may be required)]** and must not be relied upon as such. You should consult with a professional in the respective legal, accounting, tax or other professional area and obtain professional advice tailored to your specific circumstances prior to making any decisions.

7 Advertising and links to other web sites

- (a) The Site may from time to time contain links to third party sites (**Linked Sites**). Linked Sites are not under the control of DBA and DBA is not responsible for the content of any Linked Site or any hyperlink contained in a Linked Site (**Subsequent Site**). DBA provides these hyperlinks to you as convenience only, and the inclusion of any link does not imply any endorsement of the Linked Site by DBA or its directors, officers, agents, employees and contractors. You link to any Linked Site or Subsequent Site entirely at your own risk.
- (b) The Site also contains third party advertisements including banner ads, third party logos and information, material and documents relating to or provided by third parties (**Third Party Material**). The Third Party Material may contain embedded hyperlinks to web sites operated by third parties or their licensees or contractors (**Third Party Websites**). Neither DBA nor its directors, officers, agents, employees and contractors recommends or endorses the products or services of those third parties. In some instances, the Third Party Material will contain representations or offers by the third party. Such representations and offers are not made by DBA or its directors, officers, agents, employees and contractors, and the third party is solely responsible to you for the delivery of any goods or services you acquire from the third party or on the third party website.

- (c) Neither DBA nor its directors, officers, agents, employees and contractors give any representation or warranty as to the reliability, accuracy or completeness of any Third Party Material on the Site, Third Party Websites, Linked Sites, or Subsequent Sites, nor do they accept any responsibility arising in any way (including negligence) for errors in, or omissions from such Third Party Material, Third Party Websites, Linked Sites or Subsequent Sites.

8 Trade Marks

- (a) Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trade mark.
- (b) If you use any of DBA's trade marks in reference to DBA's activities, products or services, you must include a statement attributing that trade mark to DBA. You must not use any of DBA's trade marks:
 - (i) in or as the whole or part of your own trade marks;
 - (ii) in connection with activities, products or services which are not DBA's;
 - (iii) in a manner which may be confusing, misleading or deceptive;
 - (iv) in a manner that disparages DBA or DBA's information, products or services (including this Site).

9 Copyright

Copyright in this Site (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by DBA. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act* 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these General Conditions, you may not in any form or by any means:

- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Site; or
- (b) commercialise any information, products or services obtained from any part of this Site.

10 Termination

Access to this Site may be terminated at any time by DBA without notice. The General Conditions will nevertheless survive any such termination.

11 Governing Law

These General Conditions are governed by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts in New South Wales, Australia.

12 Linking to the Site

No linking is permitted to the Site unless it is the subject of a separate specific written agreement between you and DBA.

13 General

- (a) DBA accepts no liability for any failure to comply with the General Conditions where such failure is due to circumstances beyond our reasonable control.
- (b) If DBA waives any rights available to DBA under these General Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- (c) If any of the General Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

14 Privacy

For information about how DBA handles personal information, please refer to DBA's Privacy Statement accessible from the Site.