

Website Terms and Conditions of Use

THESE TERMS AND CONDITIONS OF USE APPLY TO THE USE OF ADAXA.COM.AU AND ADAXA.COM WEBSITES. IN THESE TERMS AND CONDITIONS, "WE," "US," "ITS" AND "OUR" REFER TO ADAXA Pty Ltd (ADAXA) AND "YOU" AND "YOUR" REFER TO YOU. Before using www.adaxa.com.au or www.adaxa.com (collectively known as ADAXA's Website), please read this agreement relating to your use of this website carefully.

1. ACCEPTANCE OF TERMS

By using ADAXA's Website, you agree to be bound by these terms and conditions of use ("Terms"). If you do not agree to these Terms, please do not use ADAXA's Website. ADAXA provides the information and services on ADAXA's Website to you, the user, conditioned upon your acceptance, without modification, of the Terms contained herein. Your use of ADAXA's Website constitutes your agreement with such Terms.

We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms periodically. Such modifications shall be effective immediately upon posting of the modified Terms to ADAXA's Website. Your continued use of ADAXA's Website following the posting of changes to these Terms will mean that you accept those changes.

Use of ADAXA's Website and/or its Services constitutes full acceptance of and agreement to the Terms; if a user does not accept our Terms, he or she is not granted rights to use ADAXA's Website or any of its Services, as defined herein, and should refrain from accessing ADAXA's Website and its Services.

ADAXA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, ADAXA's Website or any Service thereon (or any part thereof). ADAXA shall not be liable to any user or other third party for any such modification, suspension or discontinuance except as expressly provided herein.

2. NO UNLAWFUL OR PROHIBITED USE

By using ADAXA's Website, you warrant to ADAXA that you will not use ADAXA's Website, or any of the content obtained from ADAXA's Website, for any purpose that is unlawful or prohibited by these Terms. If you violate any of these Terms, your permission to use the ADAXA's Website automatically terminates.

3. DESCRIPTION OF SERVICE

ADAXA's Website is a website owned and operated by ADAXA for the purpose of providing information about ADAXA and its services or any other purpose that may be approved by ADAXA from time to time (the "Purpose").

4. REGISTRATION OBLIGATIONS

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If required by ADAXA, each user must: (a) provide true, accurate, current and complete information on the Service's registration form (collectively, the "Registration Data") and (b) maintain and promptly update the Registration Data as necessary.

If applicable each user will receive a password and account designation upon completing ADAXA's Website registration process and is wholly responsible for maintaining the confidentiality thereof and wholly liable for all activities occurring thereunder. ADAXA cannot and will not be liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to (a) immediately notify ADAXA of any unauthorized use of his or her password or account or any other breach of security and (b) ensure that he or she exits from his or her account at the end of each session.

ADAXA's Website handles user Registration Data in accordance with the ADAXA's Website Privacy Statement accessible on the link in the footer of each website page.

5. CONTENT

All information, data, text, software, music, sound, photographs, graphics, video, messages or any other materials whatsoever (collectively, "Content"), whether publicly posted on or privately transmitted via ADAXA's Website, are the sole responsibility of the person from which such Content originated. This means that the user, and not ADAXA, is entirely responsible for all Content that he or she uploads, posts, emails or otherwise transmits via ADAXA's Website or any Service. No user shall transmit Content or otherwise conduct or participate in any activities on ADAXA's Website and/or any Service which, in the judgment of ADAXA, is likely to be prohibited by law in any applicable jurisdiction.

ADAXA will not pre-screen or review Content, but ADAXA reserves the right to refuse or delete any Content of which it becomes aware that it reasonably deems not to fulfill the Purpose. In addition, ADAXA shall have the right (but not the obligation) in its sole discretion to refuse or delete any content that it reasonably considers to violate the Terms or be otherwise illegal.

ADAXA, in its sole and absolute discretion, may preserve Content and may also disclose Content if required to do so by law or judicial or governmental mandate or as reasonably determined useful by us to protect the rights, property or personal safety of ADAXA, ADAXA's Website users and the public. ADAXA does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will ADAXA be liable in any way for any Content, including, but not limited to, liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via ADAXA's Website or any Service thereon.

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Each user, by using ADAXA's Website or any Service, may be exposed to Content that is offensive, indecent or objectionable. Each user must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

6. LICENSING AND OTHER TERMS APPLYING TO CODE AND OTHER CONTENT POSTED ON ADAXA'S WEBSITE

Use, reproduction, modification, and other intellectual property rights to data stored on ADAXA's Website ("Content") shall be subject to licensing arrangements that may be approved by ADAXA as applicable to such Content.

With respect to text or data entered into and stored by publicly-accessible site features ("ADAXA's Website Public Content"), the submitting user retains ownership of such ADAXA's Website Public Content. In such case, the submitting user grants ADAXA the royalty-free, perpetual, irrevocable, non-exclusive and fully sub licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, all subject to the terms of any applicable approved license.

7. NO RESALE OF SERVICE

You agree not to sell, resell or offer for any commercial purposes, any portion of the Services, use of the Services or access to the Services.

8. GENERAL PRACTICES REGARDING USE AND STORAGE

ADAXA has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by any Service.

12. TERMINATION

We may terminate an ADAXA's Website user's account in our absolute discretion and for any reason.

Our termination of any user's access to ADAXA's Website or any Service hereunder may be effected without notice and, on such termination we may immediately deactivate or delete user's account and/or bar any further access to such files. ADAXA shall not be liable to any ADAXA's Website user or other third party for any termination of that user's ADAXA's Website access or account hereunder.

13. LINKS

ADAXA, any Service or a third party may provide links to other websites. ADAXA exercises no control whatsoever over such other non-ADAXA websites and web-based resources and is not responsible or liable for the availability thereof or the content, advertising, products or other materials thereon. ADAXA shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or

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suffered by any user in connection therewith. Your access and use of websites linked to ADAXA's Website, including information, material, products and services therein, is solely at your own risk.

ADAXA's Website's privacy statement is applicable only when you are on ADAXA's Website. Once you choose to link to another website, you should read that website's privacy statement before disclosing any personal information.

14. INDEMNITY

Each user shall indemnify, defend and hold harmless ADAXA and affiliates and their respective officers, employees and agents, and each of ADAXA's website partners from any and all claims, demands, damages, costs and liabilities, including reasonable legal fees, made by any third party due to or arising out of that user's acts or omissions, including claims arising out of that user's use of ADAXA's Website; his or her submission, posting or transmission of Content or his or her violation of the Terms.

15. DISCLAIMER OF WARRANTIES

EACH USER'S USE OF ADAXA'S WEBSITE AND ADAXA'S WEBSITE SERVICES IS AT HIS OR HER SOLE RISK. ADAXA'S WEBSITE AND ADAXA'S WEBSITE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ADAXA ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALISATION SETTINGS. EACH ADAXA'S WEBSITE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS OR HER COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. ADAXA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPECIFICALLY, ADAXA MAKES NO WARRANTY THAT (i) ADAXA'S WEBSITE OR ANY ADAXA'S WEBSITE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) ANY USER ACCESS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY ANY USER WILL MEET HIS OR HER EXPECTATIONS, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ADAXA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADAXA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY USER'S USE OR INABILITY TO USE ADAXA'S WEBSITE OR ANY SERVICE; THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON ADAXA'S WEBSITE OR ANY SERVICE; OR ANY OTHER MATTER RELATING TO ADAXA'S

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WEBSITE OR ANY SERVICE. NOTHING HEREIN SHALL BE DEEMED TO CREATE AN AGENCY, PARTNERSHIP, JOINT VENTURE, EMPLOYEE-EMPLOYER OR FRANCHISOR-FRANCHISEE RELATIONSHIP OF ANY KIND BETWEEN ADAXA AND ANY USER OR OTHER PERSON OR ENTITY NOR DO THESE TERMS OF SERVICE EXTEND RIGHTS TO ANY THIRD PARTY. AS NOTED ABOVE, ADAXA DOES NOT AND CANNOT CONTROL THE ACTIONS OF ADAXA'S WEBSITE USERS, VISITORS OR LINKED THIRD PARTIES. WE RESERVE THE RIGHT TO REPORT ANY MALFEASANCE THAT COMES TO OUR ATTENTION TO THE APPROPRIATE AUTHORITIES. WE DO NOT GUARANTEE CONTINUOUS UNINTERRUPTED OR SECURE ACCESS TO ADAXA'S WEBSITE OR ANY SERVICES. OPERATION OF ADAXA'S WEBSITE MAY BE SUBJECT TO INTERFERENCE FROM NUMEROUS FACTORS OUTSIDE OUR CONTROL. FURTHER, SCHEDULED AND PREVENTIVE MAINTENANCE AS WELL AS REQUIRED AND EMERGENCY MAINTENANCE WORK MAY TEMPORARILY INTERRUPT SERVICES OR ACCESS TO THE WEBSITE. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY APPLY, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY CAUSED BY THE FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF OR USE OF ANY ASSET, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORTIOUS BEHAVIOUR, NEGLIGENCE OR ANY OTHER COURSE OF ACTION BY ADAXA.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL ADAXA, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES OR OUR SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ADAXA'S WEBSITE, OUR SERVICES OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE).

OUR LIABILITY, AND THE LIABILITY OF OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF AUD100 OR THE MINIMUM PERMISSABLE AT LAW.

17. RELEASE

In the event that you have a dispute with one or more ADAXA's Website users, you release ADAXA (and our officers, directors, agents, subsidiaries, parent corporation, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

18. Legal Compliance

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You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of ADAXA's Website and all of its Services.

19. NO AGENCY

You and ADAXA are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

20. TRADEMARK INFORMATION

ADAXA's Website, the ADAXA's Website logo and other ADAXA's Website trademarks, service marks, and product and service names are trademarks of ADAXA Pty Ltd.

21. COPYRIGHTS

ADAXA respects the intellectual property rights of others, and requires that the people who use the ADAXA's Website do the same.

If you believe that your work has been copied and is accessible on this site in a way that constitutes copyright infringement, you may notify by mail to ADAXA Pty Ltd, Level 1, 616 St Kilda Road, Melbourne VIC 3004 Australia providing the following information in writing:

1. the physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
2. identification of the copyrighted work that you claim has been infringed;
3. identification of the material that is claimed to be infringing and information reasonably sufficient to permit ADAXA to locate the material;
4. your name, address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

If ADAXA receives such a claim, ADAXA reserves the right to refuse or delete Content.

After receiving a claim of infringement, ADAXA will process and investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws. ADAXA will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity, and will act expeditiously to remove or disable access to any

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reference or link to material or activity that is claimed to be infringing. ADAXA will take reasonable steps promptly to notify the subscriber that it has removed or disabled access to such material.

22. RESOLUTION OF DISPUTES

In the event a dispute arises between you and ADAXA, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and ADAXA agree that any claim or controversy at law or equity that arises out of this Agreement or our services ("Claims") shall be resolved in accordance with one of the subsections below or as otherwise mutually agreed upon in writing by the parties.

1. **Amicable resolution.** Before resorting to the other alternatives below, we strongly encourage you to first contact us directly to seek an amicable resolution through dialog.
2. **Alternative Dispute Resolution.** Alternatively, ADAXA will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation, as an alternative to litigation.
3. **Court.** Alternatively, any Claim may be adjudicated by a court of competent jurisdiction located in Victoria, Australia. You and ADAXA agree to submit to the personal jurisdiction of the courts located within Victoria, Australia.

All Claims (excluding requests for injunctive or equitable relief) between the parties must be resolved using the dispute resolution mechanism that is selected in accordance with this Section by the first party to file a Claim. Should either party file an action contrary to this Section 21, the other party may recover attorneys' fees and costs.

23. GENERAL INFORMATION

The Terms constitute the entire agreement between each user and ADAXA and govern each user's use of the Service, superseding any prior agreements. Each user may be subject to additional terms and conditions that may apply when that user uses affiliate services, third party content or third party software. The Terms and the relationship between each user and ADAXA shall be governed by the laws of the Victoria, Australia and each party shall submit to the personal and exclusive jurisdiction of the courts located within Victoria, Australia. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

24. VIOLATIONS OF TERMS

Please report any violations of the Terms to the ADAXA's Website Support Manager at <mailto:info@adaxa.com.au>.

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26. ADDITIONAL TERMS

The Privacy Statement is incorporated into these Terms by reference and provides additional terms and conditions related to specific services offered on ADAXA's Website.

You agree that you are subject to any posted policies or rules applicable to services you use through ADAXA's Website, which may be posted from time to time. All such posted policies or rules are hereby incorporated by reference into these Terms.