

## **WEBSITE TERMS AND CONDITIONS**

### **1. Introduction**

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- (a) Ownership: This website is owned and managed by Naverix.
- (b) Non-exclusive right: This document contains the Terms and Conditions which apply to your access and use of our website. These terms grant you a non-exclusive right to use the website (such use comprising of rights to view the website and, access material contained in the website) in perpetuity subject to these Terms and Conditions.
- (c) Acceptance. By participating and continuing to use any of our websites you agree to these terms and conditions.
- (d) Awareness: You hereby undertake to ensure your employees, subcontractors and other agents (if any) who have authorised access to the website are made aware of the terms and conditions of this licence.
- (e) Reservation of rights: Naverix reserves any rights not expressly granted in these terms of use.

### **2. Copyright and Trademarks**

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- (a) Copyright: All material on our website is subject to our copyright or that of our licensors. Access to or use of the website does not constitute or create a licence except as expressly provided in these Terms and Conditions or any other right to use Naverix's or Stratas' name, trademarks, copyright or any other intellectual property.
- (b) Trademarks: Naverix and Stratas' name and including logos. Nothing contained in our websites shall be construed as granting or permitting any proprietary interest, license or right of use any trademarks contained in our websites which remain our exclusive property or the exclusive property of our related corporations and third party licensors.

### **3. Linking to Naverix website**

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Please contact Naverix if you would like to place a link to any part of the Naverix website.

### **4. Liability and Indemnity**

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- (a) In these Terms and Conditions, Claim means any and all claims arising from or in relation your use of our websites, whether wilfully or otherwise (including repudiation), and whether for fundamental or

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non-fundamental breach of contract, in tort (including negligence) or for breach of any statutory provision.

- (b) Limitation of Liability: To the extent permitted by law (including the Australian Consumer Law), our total liability to you for any Claims is limited in aggregate to:
  - (i) the re-supply of those services supplied or offered by us; or
  - (ii) the payment of the cost of having those services re-supplied.
- (c) Election: Subject to the Australian Consumer Law, we may make any election contemplated by clause 3(b).
- (d) No Special Damages: You agree that, to the extent permitted by the Australian Consumer Law, in no circumstances will we be liable to you or others for any Claims for any indirect, incidental, special and/or consequential losses, liability, costs or damages; any loss of business opportunity, loss of revenue, loss of profits or loss of savings; and any loss, corruption or delay of Data.
- (e) Indemnity: You indemnify us and holds us harmless from and against all losses, actions, claims, suits, demands, liabilities, costs or expenses incurred by you or a third party arising out of or in any way connected to your use of any of our websites,

## **5. Disclaimers**

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- (a) General Disclaimer: While we endeavour to ensure the accuracy completeness or currency of the information contained on our websites and to ensure constant uninterrupted access to it, subject to your rights under the Australian Consumer Law, we make no warranties and accept no responsibility for any loss or damage you may suffer as a result of your reliance on any part of it or for any delay or disruption however caused.
- (b) Specific Disclaimers: In particular, we make no representations or warranties and subject to your rights under the Australian Consumer Law exclude all liability in relation to any material of any other website referred to or accessed by a hyperlink through our websites. We do not endorse or approve the material of any linked website, nor will we have any liability in connection with any linked third party website howsoever arising; or
- (c) Recommendation: Naverix recommends that you seek independent legal advice before acting upon material on this website.

## **6. Links to other websites**

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- (a) The Naverix website may contain links to other websites operated by third parties ("Third Party websites"). Naverix does not endorse, or approve of the operators of Third Party websites, or the information, graphics and material on those Third Party websites ("Third Party Material").

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- (b) Subject to any applicable law which cannot be excluded, Naverix makes no warranties or representations:
    - (i) regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party websites; or
    - (ii) that Third Party Material does not infringe the intellectual property rights of any person. Naverix is not authorising the reproduction of Third Party Material by linking Material on this website to Third Party Material.
  - (c) When you follow a link on the Naverix website, material at a Third Party website may be displayed in your browser framed by Material on this website. This material is also Third Party Material for the purpose of these terms of use.
  - (d) All offers to sell and statements relating to goods and services available on Third Party websites are the responsibility of and given by the Third Party website operator. In so far as such offers and statements are made on the Naverix website, such offers and statements are made by Naverix on behalf of the operator. Naverix expressly disclaims acting in any other respect on behalf of Third Party website operators.
  - (e) Naverix may receive payments from operators of Third Party websites in relation to goods or services supplied by the operator as a result of you linking to the Third Party website from the Naverix website.

## **7. Third Party Software**

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Unless otherwise indicated software downloads available via links from the Naverix website are third party products. These products may be subject to a licence agreement between you and the relevant product owner. To the extent permitted by law, Naverix accept no liability in respect of such third party products and Naverix provide no warranty and give no endorsement in respect of such products or any party connected with them. We do, however, welcome your feedback or suggestions concerning these products.

## **8. No Warranty**

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Naverix does not warrant that the functions contained in the website will be uninterrupted or without error, that defects will be corrected, or that electronic material in the website are free of viruses and other harmful effects.

## **9. Privacy**

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Use of any personal data that you provide to us is governed by our Privacy Policy.

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**10. Miscellaneous**

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- (a) Compliance with the Law: You must comply with all applicable laws when using our websites.
- (b) Force Majeure: Neither party shall be liable for any delay in performing its obligations of and to the extent that such delay is caused by circumstances beyond its reasonable control.
- (c) Variations: These Terms and Conditions may be varied from time to time. Please ensure that you review these Terms regularly as you will be deemed to have accepted a variation of you continue to use our websites after it has been amended.
- (d) Termination: We can terminate your right to access our websites or any part thereof at any time for any reason without notice. Termination pursuant to this clause shall not effect any rights or remedies, which Naverix may otherwise have under this licence or at law. Upon termination, you or your representative must destroy any copies, electronic and printed, of material obtained from the website that you have in your possession or under your control or otherwise return or dispose of such material in the manner directed by Naverix.
- (e) Applicable law: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.
- (f) Survival: Terms and Conditions that are intended by their nature to survive will survive:
  - (i) When you cease using our websites;
  - (ii) When any transaction entered into with us is completed.

In particular, All restrictions, licences granted by you and all disclaimers and limitations of liability by Naverix will survive termination, however, you will no longer be authorised to access the Naverix website.
- (g) Waiver. Failure or neglect by Naverix to enforce at any time any of the Terms and Conditions shall not be construed or deemed to be a waiver of the rights of Naverix.
- (h) Any clause or part of any clause of Terms and Conditions that is illegal or unenforceable shall be read down to the extent necessary to give legal effect, or shall be severed from this Contract if it cannot be read down, and the remaining clauses of these Terms and Conditions remain in full force and effect.

**11. Registration**

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- (a) General: In order to access and use certain sections and functions of our websites you must provide us with certain information and/or register.

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- (b) User Information: You warrant that all information provided by you is accurate and you know of no reason which would prevent you from providing this information and registering. You must keep your registered information current (including your e-mail address) and notify us of any subsequent changes.
  - (c) Authority: If you register on behalf of another person/entity, you must not access or use the account or the account information in any other capacity.

## 12. Support

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Support Services: Access to our Support Services are for our customers only. Information provided by our database by way of support is a recommendation for similar types of incidents based upon the general information obtained from similar customer situations. We make no guarantee or warranty that such recommendations will resolve or be appropriate for the particular problem.

## 13. Definitions

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**“Data”** means any data inputted by you or with your authority into the Website.

**“Intellectual Property Right”** means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

**“Naverix”** means Stratas, except where the term in which Stratas is referred to provides consideration to, a benefit to or conveys protection upon Stratas, in which case, it means Stratas, its related bodies corporate, directors, employees, contractors and agents.

**“Stratas”** means Stratas Group (Australia) Pty Ltd.