

Disclaimer

Description or reference to a product or service does not necessarily imply total endorsement of that product or service, unless it is owned or delivered or certified by The D4G design for growth in which case it is subject to the disclaimers limitations of liability herein and within any license or other agreement with you the latter of which shall prevail in the event of a conflict.

To the fullest extent permitted by law, the material and information displayed on the D4G design for growth website is provided "as is" without any guarantees, conditions or warranties as to accuracy.

We try and ensure our website is available for use 24 hours per day, 7 days per week other than for a small period for scheduled down time, however we do not warrant that at other times our website will be available.

To the fullest extent permitted by law, we will be not be liable to you for damages, costs or refunds should our site become unavailable or access to the site becomes slow or incomplete due to system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays, or any other cause which may from time to time make the any of our websites inaccessible to you.

Limitation of Liability

To the fullest extent permitted by law, the D4G design for growth expressly excludes:

- i. All conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity;
- ii. Any liability caused by a force majeure event;
- iii. Any obligation of effectiveness or accuracy; and
- iv. Other than as set out below, any liability for any direct, indirect or consequential loss or damage incurred by you in connection with this agreement, including by your use or inability to use any information on our website or within any publication subscribed to, via any websites linked to our website and any material posted on it, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, howsoever and whether caused by tort including negligence, by breach of contract or otherwise, even if foreseeable.

Nothing in this provision affects our liability for death or personal injury arising neither from our negligence nor for liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter nor any other liability which cannot be excluded or limited under the applicable law.

These provisions do not affect any applicable statutory rights.

Your conduct

You must not use the website in any way that causes or is likely to cause the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you are solely responsible for all electronic communications and contents sent from your computer or other device to the D4G design for growth.

You must use the website for lawful purposes only.

You must not use the website for any of the following:

- i. For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity
- ii. To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing racist, abusive, threatening, defamatory, invasive of privacy, in breach of confidence,

| | | | |
|---|---|--|--|
| MAIL PO Box 420 Blackwood SA 5051 | ADDRESS Mitsubishi Administration Building L1, 1284 South Road Tonsley, SA 5042 | PHONE +61 8 7070 1668 ACN 620 888 753 | EMAIL enquiries@d4g.com.au WEB www.d4g.com.au |
|---|---|--|--|



infringes any intellectual property rights, or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, political campaigning, commercial solicitation, chain letters, mass mailings or any spam

- iii. To cause annoyance, inconvenience or needless anxiety
- iv. To impersonate any third party or otherwise mislead as to the origin of your content
- v. To reproduce, duplicate, copy or resell any part of our site in contravention with these terms of use or any other agreement with the D4G design for growth.

Governing law and jurisdiction

To the fullest extent permitted by law, these terms will be governed by the laws of Australia and shall be governed and construed in accordance with their provisions, whose courts shall have exclusive jurisdiction, unless as at the date of formation of any agreement with you either;

- i. the laws of Australia and would not be upheld in the Courts in the users stated country location;
- i. an Australian judgment could not be enforced in the user stated country location; or
- ii. it would take six months or more for The D4G design for growth to enforce an Australian judgment in the users stated country location,

then it is hereby agreed that this Agreement shall be governed by the laws of the subscriber's stated country (or state if applicable) and their courts.

Notwithstanding any of the above, the laws of Australia govern this clause.