

CONDITIONS OF USE

Welcome to this website owned and operated by Adbax Pty Ltd ("Adbax"). These Terms and Conditions ("Terms and Conditions") are the terms and conditions that control this website (the "Site") and are the terms and conditions upon which you may access the valuable information and services available herein.

Adbax reserves the right to change these Terms and Conditions from time to time. Any changes to the Terms and Conditions will be in writing and posted on the Site. The date of the latest changes will be indicated at the top of the document. You are advised to check the Terms and Conditions periodically for updates. Continued use of this Site following the posting of changes will mean that you agree to be bound by these changes.

If you do not agree with these terms and conditions, you are not granted permission by Adbax to access or otherwise use this site.

TITLE

A user of this Site shall use information acquired through the Site solely for user's own informational purposes. Unless expressly provided in these Terms and Conditions, Adbax does not grant any express or implied right(s) to you under any patent(s), copyright(s), trademark(s), or trade secret information through the Site. Accordingly, unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, ("Content"), is the property of Adbax and is protected by Australian and international copyright laws. The compilation of all content on this site is the exclusive property of Adbax and protected by Australian and international copyright laws. All software used on this site is the property of Adbax or its software suppliers and protected by Australian and international copyright laws. Limited permission to reproduce Content is granted, provided that (1) the above copyright notice appears on all copies; (2) use of the Content is for informational use only; (3) the Content is not modified in any way; and (4) no graphics available from this Internet site are used separate from accompanying text.

TRADEMARKS

Adbax and other marks indicated on our site are registered trademarks of Adbax, or its affiliates in Australia and other countries. Adbax's graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Adbax. Adbax's trademarks and trade dress may not be used in connection with any product or service that is not related to Adbax, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Adbax or its affiliates. All other trademarks not owned by Adbax, its affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Adbax or affiliates.

PRIVACY POLICY

Please see the Privacy Statement for this Site for a summary of Adbax's personal data collection and use practices for the Site.

PROHIBITED CONDUCT

Any communication of material you transmit to the site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary.

Anything you transmit or post may be used by Adbax for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Adbax is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information without incurring any obligation whatsoever to you, and by sending such communication, you waive all your rights thereto. The user of the Site is responsible in full for the content and accuracy of all information that he or she sends to Adbax and for ensuring that the rights of third parties are not prejudiced.

LINKS TO OTHER SITES

This Website may provide hyperlinks to other sites on the Worldwide Web. The other sites so linked have not been reviewed by us and are maintained by third parties over which we exercise no control. We expressly disclaim any responsibility for the i) content or accuracy of information contained on such linked sites; ii) quality of any product or service provided by or advertised by any linked site. We neither endorse nor make any representation regarding any linked site.

EVENTS BEYOND ADBAX'S CONTROL

Adbax will use reasonable efforts to keep the Site available for your use; however, Adbax cannot and will not be responsible for any loss or unavailability of the Site that results from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labour problems, wars, or governmental restrictions.

DISCLAIMERS

The conditions of your use and application of technical assistance and information (whether verbal, written or by way of production evaluations), including any suggested formulations and recommendations are beyond our control. Therefore, it is imperative that you test our products, technical assistance and information to determine to your own satisfaction whether they are suitable for your intended uses and applications. This application-specific analysis at least must include testing to determine suitability from a technical as well as health, safety and environmental standpoint. Such testing has not necessarily been done by Adbax. All information is given without warranty or guarantee. It is expressly understood and agreed that the customer assumes and hereby expressly releases Adbax from all liability, in tort, contract or otherwise, incurred in connection with the use of our products, technical assistance and information. Any statement or recommendation not contained herein is unauthorized and shall not bind Adbax. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. No license is implied or in fact granted under the claims of any patent. Adbax will endeavour to provide accurate and up-to-date information on the Site; however, because of time lags in synchronizing the information on the site with data in other Adbax information systems, the information and services available on this site may include inaccuracies or typographical errors. Adbax reserves the right to amend or supplement the Site at any time and without prior notice. Adbax will not be liable for problems arising out of the interaction between this Site and the local hardware and/or software you use to access the Site. All such

information and services are provided 'as is' without warranty of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. In no event shall Adbax be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of this site or with the delay or inability to use this site, even if Adbax has been advised of the possibility of damages. Adbax makes no warranties, express or implied, that the using of this Site does not infringe any patent of any third party.

GOVERNING LAW

You agree with Adbax that these Terms and Conditions shall be considered a contract governed by Australian law and that by clicking to accept these Terms and Conditions you are entering into a legally binding agreement with Adbax. Any disputes regarding these Terms and Conditions shall be heard by the State and Federal Courts located in Sydney Australia, and each party consents to the exclusive jurisdiction of such Courts. The content found on this Site is controlled and published on this Site by Adbax from its offices in Sydney Australia. Adbax makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Site are illegal is prohibited. Those who choose to access this Site from other locations do so, on their own volition and are responsible for compliance with applicable local laws.

NO WAIVER

Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance.

SEVERABILITY

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.