

## Tethercom Pty Ltd Website Terms Of Use

### 1 Terms

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1.1 By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

1.2 This site was created by Tethercom Pty Ltd. for informational and non-commercial purposes only.

1.3 This site contains links and references to other sites and web pages outside Australia that are not controlled by Tethercom Pty Ltd.

### 2 Copyright and trademark notice

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2.1 All content, including but not limited to trademarks and taglines identifying us or our affiliates, graphics, images, content, button icons, and service names are solely our property, that of our operating companies or others. All content on this site is protected by national and international copyright laws and treaties. Nothing on this site should be construed as granting a license or right to use any trademark displayed on this site, without the written permission of the trademark owner.

2.2 Other than browsing and using the site for its intended purpose, you may not in any way duplicate, distribute, modify, remove, delete, add to, publish, transmit, or in any way exploit any of the content of this site, in part or in whole, except when expressly authorised in writing by Tethercom Pty Ltd..

2.3 You may not use our logo for any purpose whatsoever, not even as a link to our site unless the intended use of the logo is approved in advance by us in writing.

2.4 Tethercom Pty Ltd. reserves the right to seek all remedies available at law, in equity or under international copyright laws for violations of these Legal Terms, including the right to block access from a particular Internet address to the site.

### 3 Linking to our web site

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3.1 If you wish to link to this site for commercial purposes, please contact Tethercom Pty Ltd. for more information.

3.2 You may not deep-link to any page of this site for any purpose whatsoever unless the link is expressly authorised in writing by Tethercom Pty Ltd.

### 4 Violation of Rules and Regulations

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4.1 You are prohibited from posting or transmitting to this site any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under applicable law or any international treaty.

4.2 Tethercom Pty Ltd. reserves the right to seek all remedies available at law and in equity for violations of these terms, including the right to block access from a particular Internet address to this site.

### 5 No Warranties

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5.1 All information on this site is provided to you on an 'as is' and 'as available' basis, without warranties of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, non-infringement, or other violations of rights.

# TETHERCOM

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5.3 You expressly understand and agree that any material downloaded or otherwise obtained through the use of the service is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

5.4 It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice or other content available through this site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

5.5 If you access financial or other information on our site in order to make an investment decision or other decision with respect to our company or our products and services, you should seek any additional information, including professional advice, that would be required for you to make a sound, well-informed and reasonable decision.

## 6 Limitation of liability

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6.1 Tethercom Pty Ltd. will not be liable for any damages of any kind arising from the use or the inability to use this site, including but not limited to direct, indirect, special, incidental or consequential damages, loss of profit, operation time, goodwill, contracts, revenues or anticipated savings arising out of or in relation to the use of this site even if Tethercom Pty Ltd. or one of our representatives has been advised of the possibility of such damages.

6.2 Under no circumstance will Tethercom Pty Ltd. be liable for any loss or damage caused by a user's reliance on information obtained through this site.

## 7 Severability

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7.1 If any provision of these terms is prohibited by law or found to be unlawful, void or otherwise unenforceable, such provision shall, to the extent required by applicable law, be severed from this Agreement. The remaining provisions of this Agreement shall not as far as possible be changed or modified and all other terms and conditions not so severed shall continue in full force and effect.

7.2 Without prejudice to section 8.1 below, Tethercom Pty Ltd. recognises that some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of sections 5 and 6 may not apply to you to their fullest extent, in which case section 7 shall apply.

## 8 Governing law and jurisdiction

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8.1 This site is owned and operated in Australia. By using or browsing this site, you accept that the laws of Victoria, Australia will govern these terms without giving effect to any conflict of laws principles.

8.2 If you choose to use or browse this Site from outside of Australia, please bear in mind that you do so on your own initiative and you are responsible for compliance with applicable laws.

## 9 Revision to these legal terms

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9.1 We reserve the right to revise these terms at any time. We shall indicate in the site the date of the last revision. Such changes will take immediate effect when they are posted on the site.

9.2 By using, browsing or purchasing on this site you are apprised of and bound by any changes to these terms and therefore you should review these terms regularly.

9.3 If any aspect of these terms or any change is not acceptable to you, you should not access or browse the site.

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## **10 Standard terms and conditions for customers**

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Download our standard terms and conditions for customers.

## **11 Standard terms and conditions for suppliers**

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Download our standard terms and conditions for suppliers.

## **More information**

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For more information regarding the terms and conditions of this site please contact us.