

Website terms of use

CIC Technology Pty Ltd (**Website Owner**) owns and operates this website (**Website**). Access to and use of this Website, and any products and services made available through this Website (collectively, the **Services**) is subject to the following terms and conditions (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by the Website Owner from time to time. You should check this page regularly to take notice of any changes made to the Terms of Use.

1 Amendments to Terms of Use

The Website Owner reserve the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon publishing the updated terms to this Website. Your continued use of the Website following such update will represent an agreement by you to be bound by the terms and conditions as amended.

2 Website

Access to this Website is permitted on a temporary basis, and the Website Owner reserves the right to withdraw or amend the Services without notice. The Website Owner will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, Website Owner may restrict access to some parts or all of this Website.

3 Linked sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by the Website Owner. The Website Owner has no control over the Linked Sites and accepts no responsibility for the Linked Sites or for any loss or damage that may arise from your use of the Linked Sites. Your use of the Linked Sites will be subject to the terms of use and privacy policy applicable to each Linked Site.

4 Prohibitions

(a) You must not misuse this Website. Misuse of this Website includes doing any of the following:

- (i) commit or encourage a criminal offense;
- (ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
- (iii) hack into any aspect of the Service; corrupt data; or cause annoyance to other users;
- (iv) infringe upon the rights of any other person;
- (v) send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- (vi) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

In the event of a breach of this provision, we may report any such breach to relevant law enforcement authorities and disclose your identity to them.

(b) We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other

proprietary material due to your use of this Website or to your downloading of any material posted on the Website, or on any Linked Sites.

5 Intellectual property, software and content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remain the property of the Website Owner or its licensors and are protected by intellectual property laws and international treaties. All such rights are reserved by Website Owner and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

6 Disclaimer of liability

- (a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- (b) To the fullest extent permitted by law the Website Owner hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and will not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (c) This does not affect Website Owner's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

7 Linking to this website

You may link the Website's home page, provided you do so in a way that is fair and legal and does not damage the Website Owner's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement of the Website Owner where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. The Website Owner reserves the right to withdraw linking permission without notice.

8 Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with the Website Owner and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Website Owner.

9 Indemnity

You agree to indemnify, defend and hold harmless the Website Owner, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

10 Variation of Services

The Website Owner has the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

11 Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which the Website Owner excludes our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

12 Information we collect and Privacy policy

When you use the Website the Website's servers automatically record information about your usage of the Website (including but not limited to the time and location of pages you visit, the type of browser and operating system you are using and the domain name of your Internet service provider) through the use of cookies. Cookies are packets of data transferred from an Internet server to your browser which are returned by the browser each time it subsequently accesses the same server. If you don't want the Website Owner to retain this type of information, you can remove all cookies through your internet browser preferences and set your browser not to accept cookies in the future.

If we collect any information about individuals whose identity is apparent or can reasonably be ascertained from the information (**Personal Information**) from or about you when you are using the Website, we will deal with that Personal Information in accordance with our Privacy Policy, which is located at <https://www.torus-technology.com/privacy>. By using this Website, you consent to the processing described in the privacy policy and warrant that all data provided by you is accurate.

13 Analytics

The Website Owner may use a third-party service to measure and analyse usage across the Website (**Analytic Provider**). Use of an Analytic Provider may involve coding being placed on pages on the Website to enable information on Website usage to be collected (such as the number of unique visitors, the average length of time spent on the Website, and entry and exit points onto and from the Website).

Coding placed on the Website by an Analytic Provider may not be disabled completely, however, If you disable cookies in your browser the effect would be that the Analytic Provider is unable to track you as a unique visitor to the Website and will read you as a new visitor each time you browse a new page on the Website.

Analytic Providers collect and collate aggregate information and not personal information which is then provided to us to assist with our analysis of Website usage. Data generated by Analytic Providers may also be accessible by third parties.

14 Complaints

Please contact the Website Owner if you have any complaints or comments.