

TSTREET TERMS AND CONDITIONS

We are TStreet Pty Ltd ABN 84 621 444 719 (“**we**”, “**our**”, “**us**”).

If you are visiting our website, thank you for visiting our website, which describes some of our products and services which you can access and purchase from us.

These terms and conditions also apply to our provision of our products and services to you.

1 THIS AGREEMENT

- 1.1 Where these terms are attached to or form part of a purchase by you from us (“**Purchase**”), or when you log in to this site using a user account or otherwise click “I Agree” in relation to these terms, these terms constitute a legally binding agreement (“**Agreement**”) between you and us which will continue to apply to our provision of the products and services, both generally and within the scope of the Purchase, unless this Agreement is terminated for whatever reason.
- 1.2 If you are visiting our website and disagree with any of these terms and conditions or do not intend to be bound by any of these terms and conditions, you must exit our website immediately.

2 ACCESS TO PRODUCTS AND SERVICES

- 2.1 In return for your compliance with these terms and conditions, we will provide you with access to certain parts of our site and to various products and services, including those within the scope of the Purchase.
- 2.2 There is no fee payable to read information about our products and services available on our website but we do charge a fee for products or services you can order from our website.
- 2.3 While we have taken all due care, we do not guarantee that our website or the materials on it, or the content of the online services to which we give you access, will be free from viruses or that access to any of those things will be uninterrupted. You also must provide your own internet connection to access our website and any online services as we do not provide internet connections.
- 2.4 We may terminate your access to our website at any time without notice and for any reason. We may also terminate your access to our products and services but will reduce any fees payable by you for any periods where your access has been terminated without any fault on your part. All restrictions, licences granted by you and all disclaimers and limitations of our liability in these terms will survive termination, although you will no longer be authorised to access the website or the products or services.
- 2.5 Any communication or material that you transmit to or post on our website by any means, including any material that takes the form of questions, comments, suggestions or anything else, will be treated as non-confidential and non-proprietary information, and you now grant us a perpetual, irrevocable and royalty-free licence to use any such communication for any purpose we see fit.
- 2.6 You will not, nor attempt to:
 - (a) provide, publish, post or create a link to any page or part of our website, products or services without our express written permission;

- (b) link directly to any page of our website or any part of our products or services other than via normal navigation of our website or normal usage of the products or services;
- (c) post or transmit to our website or via any of our products or services any unlawful, threatening, libellous, defamatory, obscene, dangerous, inflammatory, pornographic or profane material, any material that could constitute or encourage conduct that will be considered a criminal offence, give rise to civil liability or would otherwise violate any laws, nor any materials, malware, spyware, computer viruses or other materials which may adversely affect the security or content of our website, products or services;
- (d) violate the security or any security measures of our website or any of our products or services nor that of any of our systems and networks;
- (e) access any data on or from our website, products or services which is not intended for you;
- (f) probe, scan or test the vulnerability of our website, products or services or any of our systems or networks;
- (g) interfere with service to any other user of our website, products or services; nor
- (h) use any device, software or routine to interfere or attempt to interfere with the proper working of, any activity being conducted on or via, our website, products or services.

2.7 If you are allocated any login details or other user codes or passwords for your identification or access to our website, products or services, you:

- (a) must keep them private and confidential and must not allow anyone else to log in to our website, products or services using those details or codes; and
- (b) will be responsible for the activity that happens in connection with your account.

2.8 You agree that:

- (a) the resources on our website or available within or via our products or services are provided either as part of our translation services or for your information only and in any event do not constitute professional advice of any sort;
- (b) our website, products or services might not at any given time be actively monitored whether during or outside business hours, and the information contained on the website and within or made available via our products or services is presented "as is" and has not in any way been tailored to suit your own personal circumstances; and
- (c) we have absolute discretion to edit, decline to post or remove in whole or in part any information or material you provide or post to or via our website, products or services.

2.9 Material on, in or made available via our website, products or services may contain general information about us and our products and services, or those of other parties with whom we deal or do business. Unless expressly stated otherwise, this information:

- (a) does not constitute an offer or inducement to enter into any legally binding contract;
- (b) other than these terms and conditions set out in this document, does not form part of the terms and conditions for any of our products or services or those of any other parties referred to on or in our website, products or services; and
- (c) does not mean that we are in any way affiliated with any other parties or businesses referred to (if any).

- 2.10 While we have made every effort to ensure that the information on and available from our website, products or services is free from error, we do not warrant the accuracy, adequacy or completeness of that information. In relation to our translation services, while we take reasonable steps to make accurate translation services available, those services incorporate third party translation tools and so we cannot and do not warrant that those services or the translated output will be error-free.
- 2.11 As a convenience, our website, products or services may from time to time include links or references to other websites and/or materials, which are beyond our control ("**Other Sites**"). We do not review or monitor any websites linked to our website or to any Other Sites and we are not responsible for content on any websites outside our website, products or services.
- 2.12 If you access any Other Sites, you do so at your sole risk and subject to the terms and conditions of those sites.
- 2.13 The inclusion on or in our website, products or services of any links or references to Other Sites does not imply any endorsement by us of any of the Other Sites or the content contained on those sites. We do not warrant the safety or accuracy of the content on any Other Sites and will not be liable for any adverse consequences to you whatsoever arising out of your access to or use of any Other Sites.

3 PRIVACY AND USE OF PERSONAL INFORMATION

- 3.1 Without limiting the generality of clause 2.5, you acknowledge that via the website and/or via our products or services we will from time to time collect information about you and other parties which might constitute personal information within the meaning of the *Privacy Act 1988* (Cth) or the collection and use of which might otherwise be regulated other applicable privacy or data protection legislation. While we will usually only use and disclose such information for the purposes of complying with this Agreement, providing goods or services to you or providing support for the use of those goods or services where necessary, we may also use and disclose those details to our staff, contractors and service partners, for business or marketing purposes.
- 3.2 We may also collect information about other parties from you if you provide such information to us whether via the website or via use of our products or services. You warrant that any information you provide to us, about or which may identify yourself or anyone else, will be at the time you provide it accurate and complete and that our use of it as anticipated in clause 3.1 will not breach the rights of any party.
- 3.3 You consent to us using and disclosing for the purposes set out in clause 3.1 any information referred to in clauses 3.1 or 3.2.

4 PURCHASE AND DELIVERY OF OUR PRODUCTS AND SERVICES

- 4.1 Unless stated otherwise, all prices of our products and services as contained on our website are inclusive of GST.
- 4.2 If you fail to pay fees payable for services or products, those services and/or products will not be available to you.
- 4.3 If you are entering into a Purchase on behalf of a company or other legal entity, you represent that you have the legal authority to bind the legal entity to this Agreement.
- 4.4 We retain the right to discontinue any products or services you have subscribed for and you agree that our doing so will not be a breach of this Agreement and that there will be no sum or compensation of any type payable to you as a result of or arising out of our doing so.

- 4.5 We retain the right to employ third party contractors to provide any advertised products and services to you.
- 4.6 For the avoidance of doubt, legal ownership in all of our software and any other of our products or services in which copyright may subsist remains with us and we license you to use those products and the output of any services until this Agreement or your access to those products or services is terminated (whichever occurs first).
- 4.7 All risks associated with downloading, accessing and/or using our products or services and/or the use of our website remains with you.

5 INTELLECTUAL PROPERTY

- 5.1 Without limiting the generality of anything else contained in this Agreement:
 - (a) title in any documents or information provided by you shall remain with you;
 - (b) you license us to use of such of your intellectual property provided by you as we deem necessary for the provision of our goods and services to you;
 - (c) title in any documents or information we provide to you shall, unless otherwise agreed in writing between us, remain with us, subject only to your right to use the documents and information for the purposes of utilising the goods or services we provide to you;
 - (d) you warrant that any information or documents provided by you to us (or the provision of any of those to us and our use of those pursuant to this Agreement), and your use of any of our products or outputs of any of our services, will not infringe the intellectual property or other rights of any third party. Without limiting any other indemnity granted under this Agreement, you agree to indemnify us against any costs, damages or expenses finally awarded by a Court of law and all reasonable legal fees or other claims incurred in defending any such claim of infringement.
- 5.2 You will not attempt to copy, alter or reproduce in any form, whether in hard copy or electronically through any medium whatsoever, any part of our website, products or services nor any materials we provide to you as part of our services, including, without limitation, any text, images, audio or video content or other data contained on or within our website, products or services, without express written permission from us or unless expressly authorised by these terms and conditions to do so.
- 5.3 Where (and only where) you are specifically invited on or by our website, products or services to do so, you may download and/or copy materials from our website, products or services for your own personal non-commercial use, but you must not distribute, modify, transmit, reuse, repost, or make use of any such materials in any way whatsoever for any other purpose without our express written permission.
- 5.4 All copyrights, trademark rights and other rights in or arising out of our website, products or services and any relevant materials, are either owned by or under licence to us. We reserve all of those rights.

6 WARRANTIES, LIABILITY AND INDEMNITIES

- 6.1 Subject to and without limiting the generality of clause 2.10 above, our products and services will be provided by us using our usual standards, skill and reasonable care. If, during the course of providing our products or services, we make use of the goods or services of a third party, we make no warranty, guarantee or any other statement as to their quality, fitness for purpose or otherwise. If possible, we will use reasonable endeavours to assign to you the

benefit of any warranty, guarantee or indemnity given by the party supplying such goods or services to us.

- 6.2 We warrant that if you have purchased a copy of a work from our website (in any language), you are entitled to use our translation services via our website to obtain a translation of that work into another language.
- 6.3 If you upload to our website any works which you did not purchase or download from our website, with a view to using our translation services to translate that work into another language, you warrant to us (and we expressly disclaim any warranty to you) that you are entitled to upload that work to our site and to obtain a translation of it using our translation services.
- 6.4 Should any damages suffered by you arise as a result of faulty, incorrect, incomplete or improperly provided information or documentation provided by you, there shall be no liability whatsoever on our part.
- 6.5 There shall be no service warranties except for those provided in this Agreement. All other warranties, including any implied warranties for fitness for use or merchantability or any other duties required under common law are excluded to the extent permitted by law. We will not be liable for any special, indirect or consequential damages or damages resulting in, any loss of profit, loss of goodwill, loss of business opportunity, loss of revenue or any other damage, costs, expenses or other claims even if such claims or damages arose as a result of our negligence or under any other tortious action while providing the products or services to you or as a result of your use of our products or services.
- 6.6 We do not warrant and are not liable for any actions, omissions or information provided by any other person using our website, products or services.
- 6.7 We do not warrant that the materials on, in or available via our website, products or services will be suitable for any particular purpose. Access to the materials is provided on a strictly "as is" basis.
- 6.8 We do not warrant that your use of our website, products or services will be fit for any specific purposes other than, in the case of our products and services, those we tell you at the time of provision of those products and services to you.
- 6.9 We will not be liable for any disruptions to this website including unavailability due to mechanical, telecommunication, software and other failures.
- 6.10 In consideration for being given access to our website, products or services, you release and forever discharge us, our employees, servants and agents and each of them from all and any liability to you of any nature whatsoever in respect of any losses, damages (whether direct, indirect, consequential or otherwise), liabilities, claims or expenses whatsoever arising directly or indirectly from use by you or any other person of our website, products or services or any of the links provided on, in or via the website, products or services or reliance by you or any person upon information contained within or made available via our website, products or services.
- 6.11 In further consideration for our supply of our goods and/or services to you, you further release and forever discharge us, our employees, servants and agents and each of them from any claim or demand of any nature whatsoever associated with or arising out of any of (or any use of or reliance upon) our goods or services (other than non-delivery due to our wilful default) that you have, had or but for this clause would have had against any of the parties so released.
- 6.12 Subject to our compliance with the terms of this Agreement, you will be liable for and indemnify us, our employees, servants and agents and each of them jointly and severally against any loss, damage, expense or cost of any nature (including, without limitation, full

solicitor and client legal costs on an indemnity basis) that any of them incurs or may incur (whether directly, indirectly or consequentially or otherwise) arising out of your use of our website, products or services or any of their contents or from any breach by you of these terms and conditions (including any breach of warranty by you in this Agreement).

6.13 Provisions of the *Australian Consumer Law* and other statutes from time to time in force in Australia may imply warranties or conditions or impose obligations upon us which cannot be excluded or modified. This Agreement must be read and interpreted subject to such statutory provisions or any other similar provisions.

6.14 Our liability and that of our employees, servants or agents for any breach of any condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to:

- (a) the supply of the relevant goods or services again; or
- (b) payment of the cost of having the goods or services supplied again or repaired.

6.15 This website and the products and services available from it may be accessed from other countries even though controlled and operated from Australia. We make no representations or warranties that the products or services are appropriate for use or access in other locations. If you access and use the products or services outside of Australia, you do so at your own risk and are responsible for complying with all laws that may apply to you both in Australia and in any place where you access the relevant products and services.

7 TERMINATION OF AGREEMENT

7.1 Either party may terminate this Agreement at any time by giving not less two weeks' written notice to the other party.

7.2 Upon termination of this Agreement, you immediately must cease using our website, products or services.

8 GENERAL MATTERS

8.1 The headings set out in this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement.

8.2 This website may use cookies. By agreeing to this Agreement, you agree to allow this website to store cookies in your web browser.

8.3 You agree to not defame or harass us, our employees, contractors, other customers or translators.

8.4 If any provision of this Agreement is determined to be void, illegal or unenforceable by any law or regulation of any government or by any court, such provision will be severed from the Agreement and the remaining parts, terms and provisions will remain enforceable.

8.5 The parties agree and acknowledge that we are an independent service provider and that nothing in this Agreement is intended to create a relationship of master and servant, employer and employee, partnership or joint venture between you and us.

8.6 This Agreement and your relationship with us pursuant to this Agreement are governed by the laws of Queensland, Australia, and shall not be subject to or governed by *The United Nations Convention on Contracts for the International Sale of Goods* or any other similar or replacement Convention.

8.7 You unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the courts of Queensland for the purpose of resolving any disputes pursuant to this Agreement.

- 8.8 This Agreement constitutes the entire agreement of the parties and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied.
- 8.9 No waiver or breach of any term of this Agreement shall constitute a precedent or a waiver of any succeeding or other breach of the same.
- 8.10 When from time to time you log into or seek to access relevant parts of our website, products or services, you may be asked to agree to our then current terms and conditions. We do not warrant that on any such occasion those terms and conditions will be the same as set out in this document.