

## TERMS OF USE

---

1. Welcome to the website of DBYD Certification Ltd (**DCL**).
2. By using this website (**Site**), you agree to be bound by and comply with these terms, conditions and disclaimers as amended from time to time (**Terms of Use**).
3. We reserve the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notifications on the Site.
4. Your continued use of the Site following any changes to the Terms of Use will represent your agreement to be bound by the Terms of Use as changed.
5. If you do not agree with these Terms of Use then please immediately discontinue your use of the Site.

### Privacy

6. DCL may collect, use, store, record and transmit your personal information entered through this Site. For further details, please refer to DCL's Privacy Statement available at <http://www.dbydlocator.com/privacy-statement/>.
7. Your continued use of the Site and the provision of your personal information constitute your approval for DCL to deal with your personal information in accordance with these Terms of Use and DCL's Privacy Statement.

### Disclaimer

8. The information on this Site is provided by DCL in good faith on an "as is" basis without warranty of any kind.
9. You agree and acknowledge that you have not made known to DCL either expressly or by implication, any purpose for which you require the use of the Site, and that you have the sole responsibility of satisfying yourself that the Site is suitable for your intended use.
10. The Site, and the materials and information available from it, are provided for general guidance purposes only and should not be relied on in connection with any commitment whatsoever.
11. The materials and information available from this Site do not take into account the particular needs or circumstances of any person. Nothing on this Site, including materials and information available from this Site or subsequently shared with you, represents professional advice in any way.
12. DCL makes no representations or warranties whatsoever (express or implied) in relation to this Site and the information and materials available from it, or the accuracy, currency, completeness or suitability of this Site and the information and materials available from it.
13. Reliance on any materials and information on this Site is done so solely at your own risk. We do not accept responsibility for loss suffered as a result of reliance by you on the accuracy or currency of information contained on this Site.
14. You should not act or refrain from acting on the basis of this Site and materials and information available from it without first satisfying yourself as to the truth and accuracy of all materials and information given.
15. The Site may contain historical Information that is not current and is provided for reference purposes only.
16. DCL does not warrant or represent that the information on this Site is free from human or mechanical error, technical inaccuracies or other typographical errors or defects. The use of the Site and the information contained on the Site is at your own risk.
17. DCL reserves the right to vary or modify the information contained on the Site, to change or discontinue any feature or part of the Site, and to change the hours of availability and the equipment required to obtain access to the Site, without notice and without liability
18. DCL does not warrant and does not represent that this Site and the content of this Site, or third party websites, are free from viruses or other defects or interferences which may damage your computer system. DCL does not warrant and cannot ensure the security of any information which you transmit to DCL. Any information that you transmit to DCL is transmitted at your own risk.

19. DCL will use reasonable endeavours to ensure that the Site is available continuously. However, DCL does not warrant that your access to the Site will be uninterrupted, timely, secure or error-free.
20. You must take your own precautions to ensure that the process that you employ for accessing this Site does not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your own computer system. For the removal of doubt, DCL does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked website.
21. All warranties, representations and implied terms and any liability which may arise in relation to your access to the Site or the information contained on the Site are expressly excluded to the extent permitted by law.
22. DCL reserves the right to suspend or terminate your access to the Site at its sole discretion for any reason.

### **Limitation of liability**

23. To the maximum extent permitted by law, DCL excludes all liability to you or anyone else for any loss, liability or any damage suffered or arising from or relating in any way to:
  - a. any access to or use of this Site or any of the materials and information available from this Site or materials and information otherwise made available to you;
  - b. any reliance on, or decision made on the basis of, information or material available (or omitted) from this Site, or materials and information otherwise made available to you;
  - c. any materials or information relating to the existence or availability of any education or training course or qualification advertised on this Site or otherwise marketed by DCL;
  - d. any materials or information relating to the existence or availability of any government funding advertised on this Site or otherwise marketed by DCL;
  - e. any fault, delays, interruptions or lack of availability of this Site for any reason; and
  - f. any information or material carried on any website operated by a third party which may be accessed from this website.
24. If the *Competition and Consumer Act 2010 (Cth)* or any other legislation states that there is a guarantee in respect of goods or services supplied, and DCL's liability for breach of that guarantee may not be excluded but may be limited, then DCL's liability for such breach is limited to, in the case of a supply of goods, replacing the goods or supplying equivalent goods or repairing the goods, or in the case of supply of services, supplying the services again or paying the cost of having the services supplied again.
25. To the extent permitted by law, DCL will not be liable for any direct, indirect, incidental, special or consequential loss or damage, including loss of programs or data, loss of business, business interruption, or lost profits. If your use of the Site results in the need for servicing or replacing of any equipment, DCL will not be liable for those costs to the extent permitted by law.

### **Indemnity**

26. You agree to indemnify DCL on demand for all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Site, any information that you provide to DCL via this Site or any damage that you may cause to this Site.
27. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the *Competition and Consumer Act 2010 (Cth)*.

### **Links to or from other sites**

28. You may from time to time be able, through hypertext or other computer links, to gain access to other websites operated either by DCL, its affiliates (**Linked Sites**) or other third parties (**Third Party Linked Sites**).
29. Unless otherwise specified, the Linked Sites and the Third Party Linked Sites are not under DCL's control. The Linked Sites and the Third Party Linked Sites may have different terms of use and may be subject to different laws. DCL is not responsible for the content of any Linked

Sites or any Third Party Linked Sites, or any changes or updates to such sites. DCL provides these links for your convenience only. You link to any such Linked Sites or Third Party Linked Sites at your own risk. DCL is not a party to any transaction between you and a DCL affiliate or other third party. Unless specified, DCL does not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Linked Sites or Third Party Linked Sites.

### **Intellectual Property**

30. All intellectual property rights in this Site, including design, text, logos, icons and graphics belong to or are licensed by DCL.
31. You acknowledge and agree that all content, coding, graphics, images, animations and information available on this Site is protected by copyright, trade mark or other intellectual property rights and laws.
32. You may not in any form or by any means copy, adapt, reproduce (other than for the purpose of viewing the Site on your browser), store, modify, upload, display, perform, remove any credits, publish post frame within another website, create derivative works from any part of this Site or commercialise any information obtained from any part of this Site, without our prior written permission, or in the case of third party material, from the owner of the intellectual property rights in that material.
33. You expressly acknowledge that your use of the Site does not result in you gaining any right, title or interest to the information contained on or any other aspect of the Site.
34. Commercial use of the Site and the information contained on the Site is expressly prohibited.

### **Spam**

35. Any publication of DCL's email addresses on this Site is to facilitate communications relating to the goods and/or services supplied by DCL. It must not be inferred as consent by DCL to receive unsolicited commercial electronic messages.

### **Miscellaneous**

36. By accessing and using this Site, you agree to submit to the exclusive jurisdiction of the courts of the State of Queensland, Australia, and the courts entitled to hear appeals from those courts. If you access this Site from other jurisdictions, you are additionally responsible for compliance with local laws.
37. These Terms of Use are governed by the laws of the State of Queensland, Australia. Although information from this Site may be accessible in other jurisdictions, DCL does not represent that it holds any authorisations or approvals required to provide its goods and/or services in any or all jurisdictions where this Site, and DCL's material, is accessed or used.
38. You must ensure that your access and use of this Site is not illegal or prohibited by the laws which apply to you.
39. If a provision of these Terms of Use (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from these Terms of Use and the remaining provisions (and remaining part of the provision) are valid and enforceable.
40. DCL may exercise its rights at any time and does not waive those rights even if DCL has previously waived a breach or default of all or part of the same or other provision or delayed or omitted to exercise its rights.
41. A waiver is only effective if it is signed by DCL and only to the extent set out in the waiver.

Last updated: May 2019