

carbonTRACK User Interface Terms and Conditions of Use (Australia)

carbonTRACK (Aust) Pty Ltd ACN 162 220 662 (“we” or “our”) welcomes you to our User Interface (UI), available via www.my.carbontrack.com.au and official carbonTRACK smartphone applications. Please read these terms of use carefully and accept them before you start to use the UI.

1. Reliance on Information Posted & Disclaimer

The material & information contained on our UI is provided for general information purposes only and does not constitute legal or professional advice and should not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this UI and to the fullest extent permitted by laws of Australia, we exclude all liability for loss or damages direct or indirect arising from use of this UI.

2. Information about us

We are a company registered in Australia. Our registered office is located at: Level 1, 58 Burwood Rd. HAWTHORN, Victoria 3122, Australia.

3. Intellectual property rights

The content, materials and/or applications displayed on our UI and/or website(s), including without limitation all materials, editorial materials, information, graphs, photographs, illustrations, artworks, drawings, other graphic materials, names, logos, trademarks and other intellectual property and all intellectual property rights in our UI are all protected by copyright laws and treaties around the world. All such rights are reserved.

You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any content, materials and/or applications without our prior written consent.

If you print off, copy or download any part of our UI in breach of these terms of use, your right to use our UI will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Save for the above, we do not grant any licence or right in, or assign all or part of, the intellectual property rights in the content, materials and/or applications incorporate in to our UI and/or website(s).

4. Our liability

The material displayed on our UI is provided without any guarantees, conditions or warranties as to its accuracy. To the maximum extent permitted by law, we, and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

To the maximum extent permitted by law, we exclude completely any and all liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our UI or in connection with the use, inability to use, or results of the use of our UI and any materials posted on it, including, without limitation any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Where the law implies a warranty in to these Terms and Conditions, which may not lawfully be excluded, our liability for breach of such warranty shall be limited at our option to any of the following:

- (a) In the case of goods, to anyone it determines of the following: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and

- (b) In the case of services, to either supplying the services again or payment of the cost of having the services supplied again.

5. Information about you and your visits to our UI

We process information about you in accordance with our privacy policy. By using our UI, you consent to such processing and you warrant that all data provided by you is accurate. We undertakes to use any confidential or disclosed information only for the purpose for which it was disclosed to us, to treat and safeguard any confidential or disclosed information as private and confidential, to ensure the proper and secure storage of all confidential and disclosed information, not to, without the prior written consent of the discloser, disclose or reveal any confidential or disclosed information to a third party: other than to its employees who are required in the course of their duties as employees to use such confidential or disclosed information; and except where required by law or by a governmental or regulatory body to do so, to make its employees aware of the obligations resting on us in relation to any confidential or disclosed information received from a discloser and to take any required steps as may be deemed necessary to enforce such obligations on its employees, to take any actions and measures, as may be required by law or by a governmental or regulatory body, to protect any confidential or disclosed information, not to force the discloser to disclose, reveal or exchange any information to us or our employees; and to, on written request of the discloser, destroy, delete or remove from our records any confidential or disclosed information received from the discloser.

6. Viruses, hacking and other offences

You must not misuse our UI by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our UI, the server on which our UI is stored or any server, computer or database connected to our UI.

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 our UI or to your downloading of any material posted on it, or on any site linked to it by third party affiliates.

7. Links from our UI

Where our UI contains links to other third party sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our UI, we advise you to check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

8. Jurisdiction and applicable law

This User Interface Terms and Conditions of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia. In the event that a dispute arises from these User Interface Terms and Conditions, you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.

9. Trade marks

carbonTRACK is a registered trade mark and any unauthorised reproduction, adaptation or modification thereof shall constitute trade mark infringement.

10. Your concerns

If you have any concerns about material which appears on our UI, please contact us at info@carbontrack.com.au.

All product and application related information on our UI should be viewed as guidelines and for information purposes only. An engineer or accredited installer should be consulted prior to installing or using any of our products or information on such products. We do not accept any liability for damages arising from the use of any of our products or information on such products, nor do we guarantee specific results, effects, benefits or improvements from using any of our products or information on such products.

Thank you for visiting www.my.carbontrack.com.au.