

Website Terms and Conditions for Service Providers

Effective Date: 1 August 2022

INTRODUCTION

RSW GROUP PTY LTD (ACN 642 779 404) trading as RSW LEGAL (referred to in these terms as “RSW LEGAL”, “we”, “us”, and “our”) is the owner and operator of this website (Site).

You agree to these terms and conditions (Terms) by using and continuing to use our Site and social media platforms. If you disagree with these Terms or any part of these Terms, or our Privacy Policy, do not use this Site.

All Site visitors, customers and users of this Site (“user”, “you” and “your”) are subject to these Terms together with our Privacy Policy.

LICENSE TO USE WEBSITE

Unless otherwise stated, RSW LEGAL and/or its licensors own the intellectual property rights in the Site and the material contained on the Site. Subject to the license below, all of these intellectual property rights are reserved. You may view, download for caching purposes only from the Site for your own personal use, subject to the following restrictions and elsewhere in these Terms. You must not:

- (a) Republish material from this Site (including republication on another Site);
- (b) Print pages or other content without RSW Legal’s express written consent;
- (c) Sell, rent or sub-license material from the Site;
- (d) Show any material from the Site in a public domain;
- (e) Reproduce, duplicate, copy or otherwise exploit material on this Site for a commercial purpose;
- (f) Edit or otherwise change any material on the Site; or
- (g) Redistribute material from this Site except for content specifically and expressly made available for redistribution.

ACCEPTABLE USE

You must not use this Site in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site without our express written consent. You must not use this Site to transmit or send unsolicited commercial communications. You must not use this Site for any purposes related to marketing without our express written consent.

CHANGES TO THESE TERMS

We reserve the right to amend these Terms at any time without notice to you. If you do not accept our Terms or any changes, you should discontinue using our Site immediately. If you remain on our Site and continue to use our Site, then it is assumed that you accept our Terms.

GENERAL INFORMATION

Any information provided on our Site is for your general information purposes only.

EXTERNAL LINKS

Links to third party websites on this Site are provided solely for your convenience. If you use these links, you leave this Site. We have not reviewed all of these third-party websites and we do not control nor are we responsible for these websites or their content or availability. We do not endorse or make any representation about them, or any material contained on those third-party websites, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to our Site, you do so entirely at your own risk.

PRIVACY

These Terms also include our Privacy Policy which sets out how we use your personal information, which can be accessed on our Site. By using this Site, you consent to the processing described in the Privacy Policy and warrant that all data provided by you is accurate.

DISCLAIMER

While we endeavour to ensure that the information on this Site is accurate, we do not warrant the accuracy and completeness of the material on this Site. We may make changes to our Site without any notice to you.

The material on this Site is provided “as is”, without any conditions, warranties or other terms of any kind. To the fullest extent permitted by law, we provide you with this Site on the basis that we exclude all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Site.

LIABILITY

We, any other party and any of our officers, directors, employees, shareholders or agents exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with:

- (a) This Site;
- (b) The provision of services via this Site;
- (c) The use, inability to use or the results of use of this Site;
- (d) Your downloading of any material from this Site or any websites linked to this Site; or
- (e) Viruses that may infect your hardware, software, data or other property on account of your access to, use of, or browsing of this Site.

INDEMNITY

You agree, to the maximum extent permitted by law, to indemnify, and hold us and our respective officers, directors, agents and employees harmless from any loss, liability, claim, or demand, made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms or your breach of any law or the rights of a third party.

VISITOR MATERIAL AND CONDUCT

Except for any personal information which is covered under our Privacy Policy on our Site, any material you transmit or post to this Site or on our social media platforms will be considered non-confidential. We shall have no obligations with respect to such material and shall be free to copy, disclose, distribute,

incorporate and otherwise use such material and all data, images, sounds, text and other communications embodied therein for any and all commercial or non-commercial purposes.

You are prohibited from posting or transmitting to or from this Site or any of our social media platforms any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability or otherwise be contrary to the law of or infringe the rights of any third party in Australia or any other country in the world; or
- (d) which is technically harmful (including without limitation, computer viruses, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse this Site (including without limitation, by hacking).

BREACH AND TERMINATION

Access to this Site may be terminated or prohibited at any time by us without notice. Our Disclaimer will survive such termination.

SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

ASSIGNMENT

We are permitted to transfer and subcontract our rights and/or obligations under these Terms without any notice to you.

ENTIRE AGREEMENT

These Terms together with our Privacy Policy, constitute the entire agreement between us and supersedes all previous agreements and understandings.

GOVERNING LAW AND JURISDICTION

All Terms shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia. Disputes arising in connection with these Terms shall be subject to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.
