

Website Terms of Use

This website ("Website") is operated by Kirin Industries Holdings Pty Ltd ABN 11 658 160 493 ("Kirin Industries", "we", "our" or "us"). It is available at www.kirin.net.au and may be available through other addresses or channels.

Consent

By accessing and/or using our Website, you agree to these terms of use and our Privacy Policy ("Terms"). Please read these Terms carefully and immediately cease using our Website if you do not agree to them.

Variations

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our Website. We recommend you check our Website regularly to ensure you are aware of our current terms. Materials and information on this Website ("Content") are subject to change without notice. We do not undertake to keep our Website up-to-date and we are not liable if any Content is inaccurate or out-of-date.

Licence to use our Website

We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Website in accordance with these Terms. All other uses are prohibited without our prior written consent.

Prohibited conduct

You must not do or attempt to do anything: that is unlawful; prohibited by any laws applicable to our Website; which we would consider inappropriate; or which might bring us or our Website into disrepute, including and without limitation to:

- (a) anything that would constitute a breach of an individual's privacy (including uploading private or personal information without an individual's consent) or any other legal rights;
- (b) using our Website to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our Website;
- (d) tampering with or modifying our Website, knowingly transmitting viruses or other disabling features, or damaging or interfering with our Website, including (without limitation) using trojan horses, viruses or piracy or programming routines that may damage or interfere with our Website;
- (e) using our Website to send unsolicited email messages; or
- (f) facilitating or assisting a third party to do any of the above acts.

Exclusion of competitors

You are prohibited from using our Website, including the Content, in any way that competes with our business.

Information

The Content is not comprehensive and is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. While we use reasonable attempts to ensure the accuracy and completeness of the Content, we make no representation or warranty in relation to it, to the maximum extent permitted by law.

Intellectual Property rights

Unless otherwise indicated, we own or licence all rights, title and interest including intellectual property rights in our Website and all of the Content. Your use of our Website and your use of and access to any Content does not grant or transfer to you any rights, title or interest in relation to our Website or the Content. You must not:

- (a) copy or use, in whole or in part, any Content;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or

- (c) breach any intellectual property rights connected with our Website or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

User Content

You may be permitted to post, upload, publish, submit or transmit relevant information and content (“User Content”) on our Website. By making available any User Content on or through our Website, you grant to us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, communicate, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content on, through or by means of our Website.

You agree that you are solely responsible for all User Content that you make available on or through our Website. You represent and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in such User Content as contemplated by these Terms; and
- (b) neither the User Content nor the posting, uploading, publication, submission or transmission of the User Content or our use of the User Content on, through or by means of our Website will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time, at our sole discretion, remove any User Content.

Third party sites

Our Website may contain links to websites operated by third parties. Unless expressly stated otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. You should make your own investigations with respect to the suitability of those websites.

Discontinuance

We may, at any time and without notice to you, discontinue our Website, in whole or in part. We may also exclude any person from using our Website, at any time and at our sole discretion. We are not responsible for any Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Warranties and disclaimers: To the maximum extent permitted by law, we make no representations or warranties about our Website or the Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Website will be secure.

You read, use and act on our Website and the Content at your own risk.

Limitation of liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (“Liability”) suffered by you or any third party, arising from or in connection with your use of our Website and/or the Content and/or any inaccessibility of, interruption to or outage of our Website and/or any loss or corruption of data and/or the fact that the Content is incorrect, incomplete or out-of-date.

Indemnity

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability suffered or incurred by us arising from or in connection with your use of our Website or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

Disputes

In the event of any dispute arising from, or in connection with, these Terms ("Dispute"), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the party), meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute, or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

Severance

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

Jurisdiction

Your use of our Website and these Terms are governed by the laws of Queensland. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Website may be accessed throughout Australia and overseas. We make no representation that our Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Website from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Website.

For any questions and notices, please contact us at:

Telephone: 0403 880 880

Email: info@kirin.net.au