

GRANT THORNTON WEBSITE AND EXTRANET CONDITIONS OF USE

Grant Thornton Australia Limited ABN 41 127 556 389 (**Grant Thornton, we, us**) operates and administers the website at www.grantthornton.com.au (**Website**) and Extranet site at www.collaborate.grantthornton.com.au (**Extranet**). By using or viewing the Website or Extranet you agree to be bound by the following terms and conditions of use (**Conditions of Use**):

1. Use of Site

- 1.1 Your viewing and use of the Website and Online Portal is governed and subject to your agreement on the terms and conditions of this Agreement.
- 1.2 You may subscribe to the Grant Thornton website by entering your name and details in the online form.
- 1.3 By subscribing to Grant Thornton Services you irrevocably submit to and are bound by the terms and conditions of this Agreement.

2. Website Materials

You acknowledge and agree that:

- 2.1 information provided on the Website is general in nature;
- 2.2 neither Grant Thornton nor any related parties of Grant Thornton warrant or guarantee the timeliness, accuracy or completeness of any of the information on the Website (**Website Information**);
- 2.3 to the maximum extent permitted by law, Grant Thornton has no liability in relation to or arising out of the Website Information; and
- 2.4 unless expressed by Grant Thornton to the contrary (for example, in relation to the Extranet service referred to in paragraph 3 below) by submitting, uploading or using any of the Website Information that you:
 - 2.4.1 immediately grant a perpetual, royalty-free world-wide licence to anyone to copy and distribute the Website Information; and
 - 2.4.2 must not use any measures to obstruct or control the reading or further copying of the copies of the Website Information that you make or distribute.

3. Extranet Conditions of Use

- 3.1 Grant Thornton's Extranet is a service by which you may provide documents and files to us.
- 3.2 You must request and obtain Grant Thornton's prior consent to use Extranet, which (if granted) is granted on the terms and subject to the conditions of Grant Thornton's Conditions of Use (including the **Extranet Conditions of Use** set out in this clause 3).
- 3.3 Grant Thornton may supply you with **access information** (such as a logon and password) to use Extranet. You must not disclose your access information to any other person and must not allow any other person to use your access information.
- 3.4 Grant Thornton may revoke your right to use Extranet at any time at its complete discretion and without providing any reason for doing so.

- 3.5 Grant Thornton makes no representation and gives no warranty that:
- 3.5.1 Extranet will be available for use at all times or at any particular time;
 - 3.5.2 Extranet will be completely secure, although Grant Thornton will make reasonable endeavours to secure Extranet and any Materials stored in it from unauthorised access; and
 - 3.5.3 the communications links and facilities you and Grant Thornton use to communicate Materials to and from Extranet are reliable and secure, these are matters outside of Grant Thornton's control for which you agree it is not responsible or liable.
- 3.6 You acknowledge and agree that by submitting or uploading any materials (**Materials**), using the Extranet service:
- 3.6.1 that the Materials are your own work, or work that you are legally entitled to use and upload to Extranet;
 - 3.6.2 that to the extent that you have any rights or interests in any of the Materials you grant to Grant Thornton a perpetual, irrevocable and non-exclusive licence for the purpose you have provided them to us (for example, so that we may provide audit or advisory services in relation to the Materials) and any reasonably related secondary purpose.
- 3.7 To the extent that any moral rights subsist in any of the Materials, you represent and warrant that you consent (and have obtained each other author's consent) to Grant Thornton doing any act or omission including, without limitation, editing, changing or deleting material in the Materials, which would, but for this consent, be an infringement of the relevant moral rights.
- 3.8 that the Materials are not (unless expressed to the contrary):
- 3.8.1 false or misleading;
 - 3.8.2 an infringement any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
 - 3.8.3 in violation of any law;
 - 3.8.4 defamatory, libellous, threatening or harassing;
 - 3.8.5 obscene, or contain any material that, is in any way inappropriate or unlawful;
 - 3.8.6 contain any malicious code, data or set of instructions that may:
 - 3.8.6.1 cause harm or compromise the intended function of the Website; or
 - 3.8.6.2 access, modify, delete any of the Website Information,
 - 3.8.7 likely to create liability for Grant Thornton or cause Grant Thornton to lose access to any part of the services provided by Grant Thornton's internet service providers; or
- 3.9 you represent and warrant that:

- 3.9.1 there are no restrictions that prevent you from granting the rights in respect of the Materials under this clause 3;
 - 3.9.2 your contribution of the Materials will not infringe the rights, including (without limitation) the copyright or moral rights, of any other person or organisation; and
 - 3.9.3 you irrevocably release Grant Thornton from any liability to you now or in the future (including in negligence) in connection with the use any of the Materials for the purposes authorised under these Conditions of Use.
- 3.10 you indemnify and hold Grant Thornton harmless from and against any and all claims, demands, proceedings, losses of any kind made by any third party due to or arising out of your:
- 3.10.1 breach of these Extranet Conditions of Use; and
 - 3.10.2 violation of any law or the rights of a third party in respect of:
 - 3.10.2.1 the Materials; and
 - 3.10.2.2 your use of the Website.

4. **Grant Thornton's use of your Information**

- 4.1 You acknowledge and agree that Grant Thornton may collect and use your personal information subject to the Grant Thornton Privacy Statement at <http://www.grantthornton.com.au/privacy/> and the *Privacy Act 1988* (Cth).
- 4.2 Cookie technology on the Website may be used by Grant Thornton to identify your movements around the Website. This information provides Grant Thornton with constructive feedback about the Website so that Grant Thornton can identify the most effective areas and improve the less popular ones. Cookies do not identify individual users. It is a feature of your Internet browser which you can disable at any time.

5. **No Relationship**

No party to these Conditions of Use has the power to obligate or bind any other party. Nothing in these Conditions of Use will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in these Conditions of Use will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

6. **Notices**

- 6.1 Except as otherwise agreed, any notices by you to Grant Thornton must be given by:
 - 6.1.1 registered post (or if posted to or from a place outside Australia, by registered airmail) to Att: Company Secretary
 - 6.1.2 email to info@grantthornton.com.au.
- 6.2 Grant Thornton may give you notice by electronic mail to the email address provided by you to Grant Thornton during the registration process.
- 6.3 All notices are deemed served 48 hours after the date of posting or, if emailed, in the normal course of transmission.

7. General

- 7.1 Neither these Conditions of Use nor any of the benefits or obligations may be assigned, subcontracted or otherwise transferred or divested by either party without the other party's prior written consent.
- 7.2 These Conditions of Use describe the entire agreement between the parties about the use of the Website. Any previous understanding, agreement, representation or warranty relating to the Materials is replaced by these Conditions of Use and has no further effect.
- 7.3 Grant Thornton may, at any time, and at Grant Thornton's absolute discretion, vary these Conditions of Use by making available a varied copy of the Terms and Conditions on the Website.
- 7.4 These Conditions of Use are governed by the law in force in Victoria, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and waives any right to object to proceedings being brought in those courts.