

PennyTel Website Terms of Use

1. Agreement

By accessing, browsing and/or using this Website (<https://www.pennytel.com.au/>) you agree to the following terms and you agree to use the site in accordance with all applicable laws. If you do not agree then you must cease use of our Website. If you have entered into a written agreement with PennyTel or acquired a service under the PennyTel Standard Form of Agreement, then that agreement will prevail to the extent of any inconsistencies with these terms and conditions.

2. Disclaimer

The content, products and services available on our Website are provided on an "as is" basis. PennyTel does not represent that the information contained in this Website is accurate, comprehensive, verified, complete or error free. PennyTel assumes no liability for the contents of any other website you may access from our Website. PennyTel excludes all liability whether in contract or in tort (including negligence), to the maximum extent permitted by law, as to the compatibility, security, quality or fitness for purpose of any content or any goods or services available on this Website. PennyTel will not be liable for any losses sustained and arising out of or in connection with use of this Website including, without limitation, indirect or consequential losses, loss of profit, loss of goodwill, loss of data or special loss. If any law prohibits the exclusion of such liability, PennyTel limits its liability to the extent permitted by law, to the resupply of the relevant material or information. While PennyTel makes all reasonable efforts to ensure that the information contained on this Website is accurate, it gives no warranty, representation or undertaking, express or implied, that such information is accurate or complete. PennyTel disclaims all warranties, express or implied, including but not limited to warranties of fitness for particular purpose, merchantability and non-infringement. PennyTel accepts no responsibility to any person for any false, inaccurate or misleading information or for any interpretation, opinion or conclusion that you may form as a result of using this Website. This Website will be updated periodically and the information and programs available from this Website will change. In no event will PennyTel be liable for any loss arising as a result of the inaccuracy, incompleteness or alteration of information contained on this Website.

3. No Rights Granted

Nothing on this Website constitutes a grant or an intention or commitment to grant any right, title or interest in any intellectual property or confidential information of PennyTel.

4. Copyrights

The copyright in the content contained in this Website belongs to PennyTel or its licensed source. All rights are reserved. The content on this Website may not be used for commercial purposes. The content on this Website is protected by copyright and may not be reproduced or appropriated in any manner without the written permission of the respective owner(s). You may display, copy, download and distribute content made available on this Website for your personal, non-commercial use, provided that you do not modify the content and you retain all copyright, trademark and proprietary notices.

5. Trademarks

The images, logos and names on this Website which identify PennyTel are proprietary marks of PennyTel. All rights are reserved.

6. Changes to terms

We reserve the right to change these terms and conditions at any time by posting changes on the Website. Your continued use of the Website after any such change will be deemed acceptance of the changed terms and conditions.

7. Links

You must not link your website to this Website without our consent. If you would like to link to this site, please contact us at <https://www.pennytel.com.au/>. If a link from the PennyTel Website is to a website owned and maintained by a third party PennyTel is not responsible for the accuracy of the information contained on that site, or any loss or damage incurred by you accessing that site. The PennyTel Website will inform you prior to navigating to the page that it is a third party site.

8. Information and materials you send to us

If you provide us with any ideas, suggestions, information or other material in relation to PennyTel, our services or this Website, you agree that we may use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our Privacy Policy (copy available at <https://www.pennytel.com.au/legal>).

9. Restricted use

You must not use this Website to post or transmit:

- (1) any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes; OR
- (2) any unlawful, threatening, defamatory, obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

10. Jurisdiction

These terms and conditions will be governed by and construed in accordance with the laws of New South Wales, Australia.

11. Indemnity

You agree to indemnify PennyTel and its subsidiaries, affiliates, licensors, partners, agents, officers, employees and other authorised representatives against all actions claims, suits demands, damages, liabilities, costs or expenses arising out of or in any way connected to your use of this Website.

12. Investor relations disclaimer

The information contained on this Website does not constitute advice or an offer to sell or deal in any securities and must not be relied upon in connection with any investment decision.

13. Other terms and conditions

If any part of these terms and conditions is found to be unenforceable it will not affect the enforceability of the remainder of the terms and conditions. You may not assign or transfer your rights or benefits under these terms and conditions without the prior written consent of PennyTel. If we do not act in relation to a breach by you of these terms and conditions, we do not waive our right to act with respect to subsequent or similar breaches.

14. Confidentiality

By using this Website you may obtain access to PennyTel's Confidential Information, including but not limited to information concerning PennyTel's business plans, market opportunities, transactions, associations, financial arrangements, inventions, operations, processes, intellectual property, know-how, design rights, trade secrets, product descriptions, prototypes, databases, financial projections, customer details, contracts and any information of and incidental to the development of PennyTel's business ("Confidential Information").

Unless otherwise required by law, you will not without PennyTel's prior written consent:

- (1) disclose the Confidential Information to any third party;
- (2) make or permit to be made copies of the Confidential Information; or
- (3) use any Confidential Information for any purpose other than for purchasing, maintaining and supporting your PennyTel products ("the Purpose").

You will not, if applicable, disclose the Confidential Information to your employees, agents or consultants unless:

- (1) they need to know the information to further the Purpose;
- (2) they have been informed of their obligations under this section; and
- (3) they have first agreed to be bound by the terms of this section.

You will not, and will ensure that any person having access to the Confidential Information through you will not, create any material (hard or soft copy) that describes the contents of the Confidential Information.

You acknowledge that any breach of this section by you may cause PennyTel irreparable harm for which monetary damages may be an inadequate remedy. PennyTel shall be entitled to seek an injunction to restrain any such breach or threatened breach. Nothing in this section shall be construed as preventing PennyTel from pursuing any remedy at law or in equity for any breach or threatened breach of this section.