

GPMP Website Terms and Conditions

1. Introduction

- 1.1. This website is created and controlled by GPMP Australia Pty Ltd (ACN 637 797 669) (**we, us or our**).
- 1.2. These terms and conditions of use (**Terms of Use**), together with our Privacy Policy, apply to your use of the GPMPTOOL and GPLINKtool software platforms (**Services**) through our website which is accessible at <https://www.mygpmptool.com.au/> (**Website**). The term **you** or **your** refers to the person or entity accessing, using or relying upon our Website and the Services offered, on or via, the Website.
- 1.3. Please read these Terms of Use carefully before accessing or using the Services out through our Website. Whenever you access or use our Services and/ or Website you indicate that you have read, understood and accept these Terms of Use, together with our Privacy Policy, and that you agree to be bound by them.

2. Information provided on this Website

- 2.1. The purpose of this Website is to provide you with information about the Services offered by us, and to assist you with making an informed decision as to whether you would like to subscribe to, or purchase the Services from us. Any reliance on, and use of, the information and material contained on this Website is at your own risk.
- 2.2. We do not warrant the accuracy or completeness of the information and material provided on or via the Website, and we are under no obligation to update this information or material, nor notify you of any changes unless required by law. We assume no responsibility or liability for any inaccuracies, errors, or omissions in the information or materials contained on, or via, the Website.

3. Access and use of this Website

- 3.1. We will not be liable to you or anyone else if for any reason the Website is unavailable (wholly or partly) at any time, or for any period.
- 3.2. We reserve the right to withdraw or amend the Services, information, or content contained on the Website at any time without notice.
- 3.3. When accessing and using the Website, you must not:
 - (a) misuse, disrupt, impair or undermine the security or integrity of the Website or Services or our computing systems or networks;
 - (b) misuse, disrupt or impair any computing systems or networks involved in maintaining this Website, including those linked to the Services; or
 - (c) gain unauthorised access to any systems or materials other than those you have been given express permission to access.
- 3.4. You must not use this Website to post, distribute or transmit any files that may damage any other person's computing devices or software (including any virus, worm, Trojan, or other harmful software or component), content, or material that may be offensive, or material or data in violation of any law.

4. Liability and disclaimer

- 4.1. The internet is not a secure medium, and communications to and from this Website may be intercepted or altered in transit. We do not warrant and are not liable to you or any third

person for any loss or damage arising out of or in connection with any virus, system failure or other technologically harmful material that may infect your computer equipment, systems, or data due to your access to, or use of, this Website or third party sites, or for any loss or damage resulting from the use of any material posted on this Website or any third party site.

- 4.2. The Website, any information or material displayed on, or via, the Website, are provided on an 'as is' basis without warranty conditions or guarantees as to their accuracy, completeness, timeliness, reliability, currency or fitness for purpose. It is your sole responsibility to determine whether the Services offered through the Website meet your personal needs, and are suitable for the purposes for which it is used.
- 4.3. To the maximum extent permitted by law, we exclude all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise) in connection with access to, and use of, the Website, our Services, or any information or material displayed on or via the Website and third party sites linked to it.
- 4.4. Nothing contained in these Terms of Use excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010 (Cth)* or any other national, State or Territory legislation where to do so is unlawful.
- 4.5. Without limitation to the foregoing, you agree that in no event will our maximum aggregate liability exceed AUD \$50. To the maximum extent permitted by law, we, our directors, employees, contractors and agents will not be liable to you or anyone else for any liabilities, claims, suits, demands, costs and expenses (including legal costs), damage or injury (including personal injury) or any special, direct, indirect or consequential loss or damage, loss of anticipated or actual profits, loss arising from business interruption, loss of anticipated or actual revenue, economic loss, loss of anticipated savings, loss of data, loss of use, loss of privacy, loss of goodwill, wasted management or office time or damage of any kind arising out of, or in connection with the Website, any third party sites linked to the Website, or any information or material displayed on, or via, the Website.

5. Intellectual Property

- 5.1. We are the owner or the licensee of all material and content published on, or via, the Website (including our Services provided through the Website, all intellectual property, trade marks (registered and unregistered), copyright, source code and object code including all modifications and improvements contained within the foregoing) (collectively, the **Content**). This Website and Content is protected by copyright, trade mark and other intellectual property laws. All such rights are reserved.
- 5.2. You may download and print Content from this Website for your own personal or internal business purposes only. You are not allowed to reproduce, communicate, modify, adapt, copy, distribute, publish, license, transfer, or sell any of our Content found on or obtained from our Website (including any ideas or information relating to our Services), without our written consent.

6. Links to or from other sites

We do not recommend or endorse any third party goods, services or content appearing on, or via our Website, or other sites which are linked to this Website, nor imply any association with their owners or operators. Such third party references or links are provided for your information and convenience only. Your linking to or from these sites, or use of, or reliance on, such third party sites, products or services is at your own risk, and we do not accept responsibility for any

loss or damage that may arise from your access to, and use of, them (notwithstanding anything else contained herein or otherwise).

7. Amendments

We reserve the right to change, update, or correct the Terms of Use or any information contained on the Website at any time, without notice, by posting amended Terms of Use to the Website. Your continued use of the Website means that you accept and agree to the revised Terms of Use. If you do not accept these Terms of Use (as amended from time to time), you should stop accessing and using the Website immediately.

8. General

- 8.1. Any failure or delay by us in enforcing any provision in these Terms of Use will not be construed as a waiver of any of our rights hereunder. No waiver is effective unless it is expressly stated by us to be a waiver, and is communicated to you in writing.
- 8.2. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by these Terms of Use.
- 8.3. If any court decides that any of the provisions of these Terms of Use are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms. The rest of these Terms of Use will continue to be valid.
- 8.4. These Terms of Use are governed by the laws of the State of Victoria, Australia and each party submits to the jurisdiction of the courts of the State of Victoria, Australia.

9. Further information

If you have any queries or would like further information about these Terms of Use, our Website, or Services offered through the Website, please contact us at contact@mygpmptool.com.au.