

## **Website Terms of Use**

### **AEC Projects Dorsal Drive Pty Ltd**

These Terms of Use apply to your use of this website with the URL address [www.100dorsaldrive.com.au](http://www.100dorsaldrive.com.au) (the “**Website**”). This website is operated by AEC Projects Dorsal Drive Pty Ltd (ABN 78 617 398 839) (hereinafter referred as “**AEC Projects Dorsal Drive**”, “**we**”, “**us**” and “**our**”).

By accessing or using this Website you agree to accept these Terms of Use. If you do not accept these Terms of Use you must not use this Website.

We may revise these Terms of Use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use, as amended.

In addition to the provisions of these Terms of Use, there may also be specific and additional terms that apply to certain sections of this Website. Because those specific and additional provisions also apply to your use of those sections, we recommend that you review them wherever they appear. In the event of any inconsistency between the provisions of these Terms of Use and those other specific and additional provisions, the specific and additional provisions will prevail.

#### **Links to other websites**

The Website may contain links to other websites operated by third parties ("Third Party Websites"). Any such website is not under our control and we do not take any responsibility for the content of any such site.

In particular and to the extent permitted by law, AEC Projects Dorsal Drive makes no warranties or representations:

- Regarding the quality, accuracy, merchantability or fitness for purpose of third party materials, products or services available through Third Party Websites; or
- that third party materials do not infringe the intellectual property rights of any person. AEC Projects Dorsal Drive is not authorising the reproduction of third party materials by linking material on this Website to any third party materials.

You take sole responsibility for the use of any external website.

You must not create a link to this Website from another website or document without our prior written consent.

#### **Content, Trademarks, Copyrights and Linking to this Website**

Unless otherwise indicated, all materials and information on this Website including without limitation any logo, design, text, graphic and their arrangement (“**Content**”) are licensed to or owned by AEC

Projects Pty Ltd. Unless we indicate otherwise you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without our prior permission or the written permission of the copyright owner. You may access and use the Content and this Website for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

You acknowledge and agree that if you contribute to the Content of this Website, such Content:

- is either owned by you or by a third party which has given you permission to contribute such Content to the Website;
- will not contain any third party copyrighted material or material that is subject to other third party proprietary right, unless you have permissions from the rightful owner of the material; and
- will become our property and you hereby assign, or will procure the assignment of, all rights, title and interests in and to such contributions to us.

Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions ("Feedback") will be deemed to be non-confidential. We have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others. Further, we will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purposes whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

The "AEC Projects Dorsal Drive" name and all its associated trademarks are trademarks of AEC Projects Dorsal Drive Pty Ltd. Any other trademarks appearing on this Website may be the trademark of the relevant owners. You must not use any trademark that appear on this Website without the prior written consent of the relevant trademark owner.

### **Warranties and Disclaimers**

The content and this Website are provided "as is" and "as available". To the fullest extent permissible pursuant to applicable law, AEC Projects Dorsal Drive disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement. AEC Projects Dorsal Drive does not warrant that this Website or the server that operates, is free from viruses or other corrupted materials or occasional outages or disruption to service which prevent you from accessing this Website or that use of this Website will be compatible with the hardware or software you are using to access it. You assume the entire cost of all necessary servicing, repair or correction. We do not warrant or make representations regarding the use or the result of the use of this Website or its content in terms of their correctness, accuracy, reliability, or otherwise. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

The content of the Website may contain general information about AEC Projects Dorsal Drive's investments, products and services. Unless expressly stated otherwise, the content of the Website does not:

- constitute an offer or inducement to enter into a legally binding contract;
- form part of the terms and conditions for our investments, products and services;
- purport to provide you with personal, financial, taxation or investment advice of any kind; or
- take into account of your particular financial position or requirement.

The Website may include information about investments and their prices. Unless expressly stated otherwise, the content of the Website does not reflect the current or “real time” price of the investment. Any information on this Website relating to the distribution history or performance history of any investment should not be taken as an indication of the future performance of the relevant investment. AEC Projects Dorsal Drive does not guarantee the repayment of capital, the performance of or any particular rate of return from any investment. Investments in the AEC Projects Dorsal Drive, is subject to investment and other risks, including loss of income and principal invested.

Images and diagrams on this Website are intended to be a visual aid only and do not necessarily accurately depict the object described.

Your use of this Website including all Content is at your own risk. Before taking or refraining from any action in reliance on the content or the Website, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content or the Website, including any information, predictions, opinions and statements contained in this Website.

### **Indemnity**

You must indemnify and keep AEC Projects Dorsal Drive (and its related bodies corporate, directors, officers, employees, agents and contractors) indemnified fully from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct, your use of this Website, your breach of provisions this licence, or your breach of any rights of third parties.

### **Your conduct when using this Website**

You acknowledge and accept that your use of the Website indicates your acceptance of this licence and that you are responsible for all of your activity in connection with accessing the Website.

In accessing the Website, you must not:

- take any steps to obtain unauthorised access to this Website or any parts thereof that are not opened to public access;
- disrupt or interfere with or make attempts to disrupt or interfere with:
  - the Website;
  - any other user's enjoyment of this Website or Third Party Websites; or

- any services, system resources, accounts, servers or network connected to or accessible through this Website or Third Party Website;
- engage or make attempts to engage in any kind of illegal, criminal or tortious activity whatsoever through the use (whether direct or indirect) of the Website or Third Party Websites;
- use, copy or translate for commercial use, reproduce, adapt, vary or modify any material in any form in this Website without the express consent of AEC Projects Dorsal Drive except as expressly authorised by this licence;
- use any robot, spider or any other automatic device or manual process to monitor, copy or extract any web pages or any Content on this Website, without the prior written consent of AEC Projects Dorsal Drive;
- take any (or make attempts to take any) action that imposes an unreasonable or large load on the infrastructure of the Website;
- reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;
- post or transmit to or via this Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication; or
- use or attempt to use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity.

### **User Responsibility**

In accessing this Website, you acknowledge and agree that:

- you must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. AEC Projects Dorsal Drive reserves (at its absolute discretion) the right to report potential criminal activity to appropriate law enforcement agencies. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user;
- if AEC Projects Dorsal Drive issues you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not; and
- you have exercised your independent judgment and have not relied on any representation made by AEC Projects Dorsal Drive which has not been stated expressly in this licence or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by AEC Projects Dorsal Drive (which material may be out of date or superseded).

## **Termination and Suspension**

AEC Projects Dorsal Drive reserves the right, without notice and in its sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website any time. All provision of this License which by their nature should survive termination shall survive termination, including without limitation, ownership provisions, disclaimers and indemnities.

## **Privacy**

AEC Projects Dorsal Drive respects your privacy. The Privacy Statement applicable to this Website explains how personal data will be treated as you access and interact with this Website including the Privacy page on this Website.

## **General**

Any part of these Terms of Use must be read down to the extent necessary to prevent that part or these Terms of Use being invalid, voidable or unenforceable in the circumstances. Despite that reading down, if a part of these Terms of Use is still invalid, voidable or unenforceable, and if the part would not be valid or voidable if a word or words were removed, then that word or those words will be deleted and the rest of these Term of Use will continue to be fully enforceable.

No waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which waiver was granted.

A reference to “\$” or “dollars” throughout this Website is a reference to Australian currency, unless stated otherwise.

These Terms of Use are governed by and construed in accordance with the laws of Queensland. You hereby irrevocably consent and submit to the exclusive jurisdiction of the courts of Queensland, Australia.