

WEBSITE TERMS OF USE

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Your access to and use of this Website is conditional upon your acceptance and compliance with these terms and conditions (“**Terms of Use**”). By using this Website, you agree to be bound by these Terms of Use, and you acknowledge that you have read our Privacy Policy. If you do not agree to these Terms of Use, you must not use this Website.

You are also responsible for ensuring that all persons who access this Website through your internet connection are aware of, and comply with, these Terms of Use.

CHANGES TO THESE TERMS OF USE

We may amend these Terms of Use from time to time at our discretion. Any changes will take effect immediately upon being published on this Website. Please check these Terms of Use each time you use this Website to ensure you understand the terms and conditions that apply at that time. By continuing to use this Website, you will be taken to have accepted any updates.

CHANGES TO THIS WEBSITE

We may update and change this Website from time to time to reflect changes to our products and services, our users' needs, changes in law and our business priorities and needs. We will try to give you reasonable notice of any major changes.

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This Website, with the exception of our Service, is provided at no cost. The availability and continuity of this Website or its content, excluding our Service, are not guaranteed and may be subject to interruptions or errors. We reserve the right to suspend, withdraw or limit access to all or specific parts of this Website for business or operational purposes. We will make reasonable efforts to notify you of any suspension or withdrawal.

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This Website is intended for users who are at least 18 years old and reside in Australia. We make no representation that content on or accessible through this Website is suitable for use or available in other locations. If you choose to access this Website from outside Australia, you do so at your risk and you are responsible for complying with all applicable laws in your location.

ACCOUNTS AND PASSWORDS

You must be a registered user to access our Service. You must provide accurate, up-to-date and complete information when you register. You are responsible for the security of your usernames, passwords or any other account details. You must treat such information as confidential and not disclose it to any third-parties. You are solely responsible and liable for any activity conducted under your account. If you suspect or become aware of any unauthorised access to or disclosure of your account or login details, please notify us immediately using the contact information provided below.

We reserve the right to restrict, suspend or disable access to your account or our Service if, in our reasonable opinion, you have failed to comply with these Terms of Use.

USING THIS WEBSITE

When using this Website, you may be prompted to register your details if you would like to engage our services including the Service, purchase our products, sign up for electronic newsletters and other marketing material. Such personal information will be handled in accordance with our Privacy Policy.

You agree:

- to only use this Website for lawful purposes; and
- not to use this Website in any way which infringes the rights of others or interferes with any other person's use or enjoyment of this Website; and
- not to submit confidential or private information unless you are expressly authorised to do so; and
- that we are entitled to remove or delete any content you submit to this Website that, in our reasonable opinion, breaches these Terms of Use.

You must not:

- interfere with the proper working of this Website; and / or
- circumvent or attempt to circumvent any of the technical measures that we use to manage or secure this Website; and / or
- use any system or software, manual or automated, to extract data from this Website; and / or
- disable, overburden, or otherwise attack this Website in any way; and / or
- introduce Trojans, worms, spyware, or other malicious or technologically harmful content to this Website.

MATERIAL ON THIS WEBSITE

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- any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of this Website or any data, content, information or services accessed via the same; and / or
- any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard. This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text, data or web mining or scraping activity by contract under the laws which are applicable to us.

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- in connection with activities, products or services which are not ours; and / or
- in a manner which may be confusing, misleading or deceptive; and / or
- in a manner that disparages us or our information, products or services (including this Website).

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable to you or to any other person (whether in contract, tort, negligence or otherwise) for any direct, indirect, incidental, special, exemplary, or consequential damages (including without limitation loss of revenue or loss of profits) arising from or connected with your use of this Website or any of its content (including any linked third-party websites).

To the maximum extent permitted by law, we are not liable to you or to any other person for any viruses or malicious content transmitted by this Website. You must take your own precautions to ensure that your browser is equipped with updated virus protection and security software and that you take reasonable precautions to ensure that any materials you download do not expose you to the risk of viruses, malicious computer code or other forms of interference, corruption or damage to your software, hardware or data, or that of any other person.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including legal costs) arising out of or relating to your violation of these Terms of Use or your use of this Website, including, but not limited to your use of any information obtained from this Website and any use of this Website's content, products and services other than as expressly authorised in these Terms of Use.

Different limitations and exclusions apply to liability arising as a result of the supply of our Service, which is governed by additional terms and conditions which are provided to our customers upon signing-up for our Service.

LINKING TO THIS WEBSITE

You may link to this Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. The website in which you are linking must comply in all respects with the content standards set out above.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. This Website must not be framed or mirrored on any other website, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on this Website other than that set out above, please contact us at the contact details below.

PROHIBITED USES

You may use this Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use this Website:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries); and / or
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; and / or
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out above; and / or
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; and / or
- to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); and / or
- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of this Website, or which, as determined by us, may harm us or users of this Website or expose them to liability.

Additionally, you agree not to:

- use this Website in any manner that could disable, overburden, damage, or impair this Website or interfere with any other party's use of this Website, including their ability to engage in real time activities through this Website; and / or
- use any robot, spider or other automatic device, process or means to access this Website for any purpose, including monitoring or copying any of the material on this Website; and / or
- use any manual process to monitor or copy any of the material on this Website or for any other unauthorised purpose without our prior written consent; and / or
- use any automatic or manual process to reverse engineer or decompile any part of this Website; and / or
- use any device, software or routine that interferes with the proper working of this Website; and / or
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful; and / or
- attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of this Website, the server on which this Website is stored, or any server, computer or database connected to this Website; and / or
- attack this Website via a denial-of-service attack or a distributed denial-of-service attack; and / or
- otherwise attempt to interfere with the proper working of this Website.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use this Website will cease immediately.

PRIVACY

We may collect your personal information when you use this Website. All personal information collected by us will be handled in accordance with our Privacy Policy.

APPLICABLE LAW

The laws of Victoria, Australia, govern these Terms of Use. You submit to the exclusive jurisdiction of the Victorian courts to resolve any disputes that may arise in connection with them.

GENERAL

If any of these Terms of Use are held to be invalid or unenforceable for any reason, then the remaining terms and conditions will continue to apply.

We may decide not to exercise or enforce any of our rights under these Terms of Use. If we decide not to exercise or enforce any right, or if we do it once, it does not mean we waive our rights on any other occasion.

CONTACT DETAILS

For further information about our Website or these Terms of Use, you can contact us as follows:

tom@diabeasy.com.au

EFFECTIVE DATE

4/4/26