

WEBSITE TERMS AND CONDITIONS

The material on the Website is copyright © 2009 Be Noticed.

By using the Website and in consideration of us providing you with access to the Materials on the Website, you ('You' and 'User') agree to the following terms and conditions of use ('Terms and Conditions of Use'):

TERMS AND CONDITIONS OF USE

1. Use of Be Noticed Website and Materials

- 1.1 The information, graphics, Materials, content and all works ('Materials') are intended to summarise our products and services and general matters of interest to existing and potential Paycheck Investigator clients.
- 1.2 The Internet is not a secure medium and communications to and from the Website may be intercepted or altered in transit. We do not warrant that the Website is free from anything which may damage any computer which accesses the website or data on such computer.
- 1.3 In using the Website, You are deemed to accept our Privacy Policy which appears on the Website.

2. Restrictions on Use

- 2.1 The Website and the information and facilities contained on the Website must not be used in any unlawful way, or for any illegal purpose, or in any manner that infringes the rights of Be Noticed.
- 2.2 In addition, you must not:
 - (a) data mine or conduct automated searches on the Website or the content on the Website, whether through the use of additional software or otherwise;
 - (b) incorporate any of the content on the Website or the Materials, including advertising or promotional material;
 - (c) create links from the Website to any other website on the Internet, or frame or mirror the Website without our prior written consent;
 - (d) tamper with, hinder the operation of, or make unauthorised modifications to the Website or any content on the Website;
 - (e) knowingly transmit any virus, worm or other disabling feature to or via the Website;
 - (f) use the Website to send commercial, unsolicited or bulk electronic messages to anyone or in any other way which would constitute an infringement of the *Spam Act 2003* (Cth); or
 - (g) use the Website or any facilities available on the Website for any activities, or transmit to or via the Website any information or material which:
 - (i) breach any laws or regulations;
 - (ii) breach these Terms and Conditions of Use;
 - (iii) infringe a third party's rights (including intellectual property rights, rights of privacy or their trade secrets);
 - (iv) are inappropriate, offensive, obscene, threatening, indecent, inflammatory, pornographic, defamatory or confidential;
 - (v) are false or misleading;
 - (vi) are discriminatory in breach of State or Commonwealth anti-discrimination legislation; or
 - (vii) identify a person or which can be used to identify a person (including any copy, photos or other pictorial

representations) unless you have obtained that person's authority; or

- (viii) attempt to do, or permit another person to do, any of the above acts.

- 2.3 You access the Website at your own risk and you are responsible for compliance with the laws of your jurisdiction and these Terms and Conditions of Use.

3. Access to the Website outside Australia

- 3.1 We do not represent or warrant that the content on the Website complies with the laws of any country outside of Australia. If you access the Website from outside Australia, you do so at your own risk.

4. Intellectual Property

- 4.1 You may download and print information on the Website for your own use. Apart from this, You must not use, reproduce, communicate, publish, or distribute any of the content on the Website, unless this constitutes a fair dealing for the purposes of the *Copyright Act 1968* (Cth). In particular, you must not reproduce or use any of the information on the Website for commercial gain.

5. Copyright in Materials on the Website

- 5.1 Unless otherwise indicated, Be Noticed reserve all copyright in the content and design of the Website and the Materials. Be Noticed owns all such copyright or uses it under licence or applicable law.
- 5.2 Other than for the purposes of and subject to the conditions prescribed under the *Copyright Act 1968* (Cth) (or any other applicable legislation throughout the world), or as otherwise provided for in this copyright notice, no part of any Materials may in any form or by any means (including framing, screen scraping, electronic, mechanical, microcopying, photocopying or recording) be reproduced, adapted, stored in a retrieval system or transmitted without the prior written permission of Be Noticed.
- 5.3 Be Noticed is the owner of several trade marks which appear on the Website. Unauthorised use of these trademarks will infringe our intellectual property rights.
- 5.4 Be Noticed reserves all other rights in the Materials and the Website.

6. Limitation of liability

- 6.1 Be Noticed is making the Website available for Users to use, however it does not assume a duty of care to Users. Be Noticed makes no warranties or representations regarding the quality, accuracy, completeness, merchantability or fitness for purpose of the Materials. You should seek legal or other professional advice before acting or relying on any of the Materials.
- 6.2 Be Noticed does not warrant or represent that the Website or the Materials will not cause damage or are free from any computer virus or any other defects or errors.
- 6.3 Where any law implies a warranty into these Terms and Conditions of Use which may not lawfully be excluded, then to the maximum extent permitted by law, our liability for breach of the warranty will at our option be limited to the supply of the product or services again, or the payment of the cost of having them supplied again.
- 6.4 Where liability cannot be excluded, any liability incurred by us in relation to the use of the Website or the content is limited as provided under the *Trade Practices Act 1974* (Cth).
- 6.5 Under no circumstances will Be Noticed be liable for any incidental, special or consequential damages, including

damages for loss of business or other profits arising in relation to use or reliance on the materials on the Website.

7. Links from the Website

- 7.1 Be Noticed makes no warranties or representations that material or content on other web sites to which the Website is linked does not infringe the intellectual property rights of any person anywhere in the world.
- 7.2 Be Noticed is not, and must not be taken to be, authorising infringement of any intellectual property rights contained in material or content on other sites.

8. Uploading information to the Website

- 8.1 You represent and warrant in relation to any material, content and/or information you provide to the Website that:
- (a) You will not knowingly transmit any worm, virus or other disabling feature to or via the Website;
 - (b) You are authorised to provide the material and/or information;
 - (c) the Material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
 - (d) the Material and/or information is not the "passing off" of any product or service and does not constitute unfair competition;
 - (e) the Material and/or information does not infringe any intellectual property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential information and copyright;
 - (f) the Material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the *Trade Practices Act 1974* (Cth) and the *Fair Trading Act 1987* (NSW) and equivalent state and territory legislation] and any other parliament competent to legislate in relation to the Website or any law in any country where the material and/or information is or will be available electronically to users of the Website.

9. Severance

- 9.1 If any part of these Terms and Conditions of Use are found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of the Terms and Conditions of Use and the severed part will not affect the validity and enforceability of any remaining terms and conditions.

10. Applicable Law

- 10.1 The law applicable to use of the Website and the Materials and to disputes arising out of the Website, the Materials and the Terms and Conditions of Use are governed by, and construed in accordance with the laws of the state of Queensland, Australia.
- 10.2 You agree to the exclusive jurisdiction of the courts of Queensland, Australia to determine any dispute arising out of the Terms and Conditions of Use.

11. Indemnity

- 11.1 By using the Website, You indemnify Be Noticed and its respective officers, employees and agents (the 'Indemnified') against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including reasonable legal costs on a full indemnity basis) that Be Noticed incurs or suffers as a direct or indirect result of:

- (a) a breach by You of these Terms and Conditions of Use;
- (b) an actual or alleged breach by You of any law, legislation, regulation, by-law or code of conduct caused by data uploaded to this website;
- (c) any claims brought by or on behalf of any third party relating to any act or omission by you.

12. General

- 12.1 Be Noticed may change the Terms and Conditions of Use at its discretion and without notice. A version of the current Terms and Conditions of Use will be available on the Website as they are changed. This legal disclaimer is in no way limited or altered by any other terms or conditions on the Website.
- 12.2 If Be Noticed does not act in relation to a particular breach by You of these Terms and Conditions of Use, this will not be treated as a waiver by Be Noticed of its right to act with respect to subsequent or similar breaches.
- 12.3 This document and any warranties implied by law which are not capable of being excluded or modified embody the whole agreement between the parties. All previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied, including any collateral agreement or warranty, with reference to the subject matter or the intentions of either of the parties are merged and otherwise are excluded and cancelled.