

## WEBSITE TERMS OF USE (“TERMS”)

By accessing, using or browsing on this website, or by continuing to do so, you expressly accept and agree to be bound by these Terms. In accepting these Terms, you agree that these Terms and our Privacy Policy will apply whenever you access or use this website.

Kognat Proprietary Limited ABN 32 623 943 304 (“Kognat”, “we”, “us” or “our”) may amend these Terms from time to time. Your use of the website after we make amendments to these Terms will oblige you to comply with these Terms as amended.

By using the website, you represent and warrant that you:

- are over the age of 18;
- have the legal capacity to enter a binding contract with us;
- will comply with these Terms; and
- will comply with all applicable local, State, and Commonwealth laws, rules and regulations.

### Use of the website

#### 1. Intellectual property

- 1.1. All intellectual property in this website and its content including copyright, any trade marks and any other intellectual property rights in or associated with this website is owned or licensed to us.
- 1.2. We utilise open source material in the development of our products. You must read and agree to the terms of the open source material as described here <https://kognat.com/open-source-material>.
- 1.3. You must not do or allow any third party to do anything which may infringe, damage or endanger our intellectual property rights or the intellectual property rights of a third party in respect of the website, its content and the Goods (as defined below).

#### 2. Privacy

We will collect, hold and use your personal information in accordance with our Privacy Policy available on this website. Our Privacy Policy sets out:

- 2.1. the purposes for which your personal information is collected;
- 2.2. the consequences if your personal information is not provided to us;
- 2.3. the third parties to which we disclose your personal information;
- 2.4. how you may seek access or correction of your personal information;
- 2.5. whether your personal information is likely to be disclosed to overseas entities and in which countries; and
- 2.6. how you can complain about a breach of our obligations in respect of your personal information and how such a complaint will be dealt with.

#### 3. Security

- 3.1. We take all reasonable steps to ensure the security of our systems. Any information which we hold for you is stored on secure servers. In addition, our employees and the contractors who provide services relating to our information systems (as

applicable) are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for any loss that may arise from unauthorised access to your personal information subject to any negligence or breach of law on our behalf.

- 3.2. The website may contain links to other websites. We are not responsible for the privacy practices or the content of such websites. We accept no responsibility for and you release us from any liability that may arise from your use of a third party website.
- 3.3. We exercise all due care to ensure that your information is secure on our system. However, the possibility exists that the information could be unlawfully observed by a third party while the data is being transmitted over the internet or while stored on cloud based servers. You release us from any liability that may arise if any other persons obtain the information you submit to the website, subject to any negligence or breach of law on our behalf.

#### 4. **No representations and warranties**

- 4.1. To the maximum extent permitted by law, we do not provide any representations or warranties relating to this website, its content, its availability or the Goods.
- 4.2. We will not be responsible in any way for the availability of the website subject to any negligence, breach of law or circumstances within our reasonable control. We will use commercially reasonable endeavours (taking into account our internal standards, written or otherwise) to maintain the performance of this website where this is within our direct control.
- 4.3. We do not warrant that the website will operate error-free or that the website and its server are free from computer viruses or other harmful mechanisms.

#### 5. **Risks and release from liability**

To the maximum extent permitted by law and subject to any negligence or breach of law on our behalf:

- 5.1. we accept no liability for any loss or damage howsoever arising (including any indirect or consequential loss) to any person or corporation who may rely on the information contained on this website for any purpose or as a result of the use of or access to this website; and
- 5.2. you release us from all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute which you or anyone claiming through you may have, or might at any time have or have had against us in respect of, arising out of or resulting from access, attempted access or use of the website.

#### 6. **Third party data**

We are not responsible for the content of any data on or accessed through the website that is not originated by us. We exercise no direct supervision or control over the content of such data. We do not assume any responsibility for data not actually provided or expressly authorised by us. The responsibility for data that does not conform to these Terms and all possible consequences lie with the provider or sender of the data.

#### 7. **Acceptable uses**

You must use the website responsibly and within the law. It is your responsibility to:

- 7.1. use the website in a manner which does not violate any applicable laws or regulations;

- 7.2. respect the legal protection afforded by copyright, trade mark, license rights and other laws to data accessible via the website;
- 7.3. respect the privacy of others;
- 7.4. use the website in a manner which does not interfere with or disrupt other users of the website, services or equipment;
- 7.5. refrain from acts that waste resources or prevent other users from receiving the full benefit of the website; and
- 7.6. use the website lawfully, ethically and in accordance with accepted community standards.

## 8. **Unacceptable uses**

- 8.1. You must not use the website in any way which breaches local, state, federal or international laws or regulations. Without limiting that, you must not:
  - 8.1.1. violate copyright, trademark or other intellectual property rights;
  - 8.1.2. illegally store, use or distribute software owned by or licensed to us;
  - 8.1.3. transmit threatening, obscene or offensive materials;
  - 8.1.4. discriminate or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
  - 8.1.5. misrepresent or defame others;
  - 8.1.6. commit fraud;
  - 8.1.7. damage, modify or destroy any of our or any other person's files, data, passwords, devices or resources;
  - 8.1.8. make an unauthorised transmission of confidential information or data protected by trade secrets;
  - 8.1.9. engage in misleading or deceptive on-line practices;
  - 8.1.10. conduct any business or activity or solicit the performance of any activity that is unlawful;
  - 8.1.11. impersonate any person, or misrepresent your identity or affiliation with any person; or
  - 8.1.12. attempt to do any of these things.
- 8.2. You must not use the website to interfere with or disrupt the website or other users, services or equipment. In particular, for example, you must not:
  - 8.2.1. distribute messages to inappropriate or unrelated forums, newsgroups or mailing lists;
  - 8.2.2. send unsolicited commercial messages;
  - 8.2.3. initiate or spread computer worms, viruses or other types of malicious programs;

- 8.2.4. make transmissions of any type or quantity which adversely affect the operation of the website or jeopardises the use of the website, or its performance for other users of the website; or
- 8.2.5. harass or impersonate us, the website or other users of the website;
- 8.2.6. engage in conduct which causes a threatened or actual nuisance to other users of the website;
- 8.2.7. violate or attempt to violate the security of the website; or
- 8.2.8. collect the personal information of other users for the purposes of sending unsolicited communications outside of the use of the website

## **9. Our rights**

- 9.1. You will indemnify us against all damages, losses, actions, costs, claims, demands and causes of action whatsoever at law, in equity or under statute that we suffer or incur as a result of any breach of these Terms by you.
- 9.2. Without limiting any of our other rights, if you breach any term of these Terms, we will have the right to:
  - 9.2.1. confiscate or destroy or require you to return or destroy, at your cost, all material that you have obtained from the website (other than any Goods for which you have paid for in full);
  - 9.2.2. require you to delete or otherwise permanently remove from any electronic device, information you have obtained from the website, using any means reasonably necessary;
  - 9.2.3. suspend or terminate your access to the website; and
  - 9.2.4. take any other action against you.
- 9.3. These Terms are governed by and are to be interpreted pursuant to South Australian law and users of the website submit to the exclusive jurisdiction of South Australian courts in respect of any disputes under or related to these Terms or a user's access to or use of the website.

## **10. What we may do to ensure that these Terms are being followed**

- 10.1. We may (but are not obliged to) monitor your use of the website to determine whether these Terms are being followed. If we monitor your use, we will safeguard your privacy unless doing so would involve us concealing a criminal offence, be contrary to law or inhibit the enforcement of these Terms.
- 10.2. If we become concerned that your use of the website may break the law or that you have not complied with these Terms, we will generally attempt to contact you before taking action (if possible).
- 10.3. If we believe that your use of the website may break the law or that you have not complied with these Terms we may:
  - 10.3.1. notify you by email (if possible);
  - 10.3.2. suspend or terminate your access to the website without notice; and/or
  - 10.3.3. notify and provide relevant information to the authorities, as appears appropriate in the circumstances.

## 11. Limitations

- 11.1. Whilst we will make all commercially reasonable efforts to post a prior warning on the website, we may from time to time suspend, disconnect or deny access to the website, without notice to you during any technical failure, modification or maintenance affecting the website, provided that we will use commercially reasonable endeavours (taking into account our internal standards, written or otherwise adopted) to procure the resumption of the website as soon as reasonably practicable.
- 11.2. Without notice to you, we may remove, amend or alter any material or data in the website upon being made aware of any claim or allegation or risk of a claim or allegation that any such material or data is unlawful, defamatory, offensive or in breach of a third party's rights.

## Purchasing Licences from the website

### 12. Ordering procedure

- 12.1. We will supply the Licences offered for sale by us on the website ("Licences") on these Terms and the terms of the End User Licence Agreement which can be viewed at <https://kognat.com/eula/> ("EULA"). In the event of any inconsistency between these Terms and the EULA, the terms of the EULA will apply to the extent of the inconsistency.
- 12.2. The Licence must be purchased through store via the link on our website.
- 12.3. You must pay for the Licence at the time you place an order for the Licence. After you place an order for a Licence, you will receive an email confirmation from containing your order details. If complications take place at the time of purchase, please contact sales@kognat.com.
- 12.4. If payment is not successfully received or processed, your order will not be accepted..

### 13. Payment

- 13.1. All payments for Licences must be made through the link on our website. Payment is only accepted through our payment processor, Stripe.
- 13.2. Any payments processed through the website are subject to the terms and conditions of Stripe.
- 13.3. All prices for Licences are displayed in Australian Dollars (AUD). The total price payable for a Licence, including all applicable taxes and delivery charges, will be displayed prior to your payment for the Licence.