OPTIMISED SOLUTIONS Website Terms of Use (rev ver 1.1)

These terms of use ("Terms") govern your use of the Optimised web site, and any linked pages ("web site"). Your use of this web site will mean you accept these Terms.

1. INTELLECTUAL PROPERTY RIGHTS

- 1.1 The material contained on this web site is protected by copyright. You may use this web site only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on this web site, or create any other material using material on this web site, without obtaining the prior written consent of Optimised.
- 1.2 Trade marks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the prior written consent of Optimised.
- 1.3 The web site, products, technology and processes contained in this web site may be the subject of other intellectual property rights owned by Optimised or by third parties. No licence is granted in respect of those intellectual property rights other than as set out in these Terms. Your use of this web site must not in any way infringe the intellectual property rights of any person.

2. EXTERNAL SITES

2.1 This web site may contain links to, or frame, web sites of third parties ("external sites"). Optimised is not required to maintain or update the links. Links to, or framing of, external sites should not be construed as any endorsement, approval, recommendation or preference by Optimised of the owners or operators of the external sites, or for any information, products or services referred to on the external sites unless expressly indicated on this web site. Optimised makes no warranties and accepts no liability in relation to material contained on external sites.

3. COOKIES

- 3.1 Cookies are small pieces of data stored on the web browser on your computer. Any web server (including this one) may:
 - (a) Store one or more cookies in your browser;
 - (b) Request your browser to transmit this data back to the web server; or
 - (c) Request your browser to transmit a cookie that has been stored on your browser by another site within the same internet domain. This web site may store cookies on your web browser in order to improve service for you on your subsequent visits to this web site.
- 3.2 By using cookies, web sites can track information about visitors' use of the site and provide customised content. Most web browsers can be configured to notify the user when a cookie is received, allowing you to either accept or reject it. You may also inspect the cookies stored by your web browser and remove any that you do not want.
- 3.3 If you disable the use of cookies on your web browser or remove or reject specific cookies from this web site or linked sites, then you may not be able to gain access to all the content and facilities of this web site.

4. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 4.1 Except where to do so would cause any part of these Terms to be illegal, void or unenforceable, Optimised:
 - (a) Excludes all conditions and warranties implied into these Terms;
 - (b) To the fullest extent permitted by applicable law, is not liable to you or anyone else for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered, in connection with use of this web site; and
 - (c) Excludes liability (whether that liability arises under contract, tort (including negligence) or statute) for any special, indirect or consequential loss or damage (including without limitation loss of revenue and loss of, or damage to, data) suffered or incurred in connection with this web site.
- $4.2 \quad \hbox{Without limiting the general disclaimer, Optimised:}$
 - (a) Makes no warranty as to the completeness or accuracy of any material or as to its merchantability or fitness for a particular purpose. Optimised is not liable to you or anyone else if errors occur in the information on this web site or if that information is not up-to-date;
 - (b) Will not be liable for disruptions to this web site; and
 - (c) Is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this web site or an external site. You must take your own precautions to ensure that whatever you select for use from this web site is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

5. YOUR FEEDBACK IS ALWAYS WELCOME

5.1 We welcome your comments and questions about our privacy policy - or anything else you might want to discuss. Please contact via email on mail@optimisedsolutions.com.au.