

WEBSITE TERMS AND CONDITIONS

The following Terms and Conditions Agreement ("**Agreement**") governs the use of Optus Digital Advisors website ("**Website**"), including without limitation participation in its bulletin boards, forums, chats, and all other areas (except to the extent stated otherwise on a specific page) as provided by Optus Administration Pty Ltd ("**Optus**"). Please read this Agreement carefully. By accessing and using the Website, you agree to accept, without limitation or qualification, the Agreement. In addition to agreeing to this Agreement, you are required to read our Privacy Policy - your use of the Website constitutes agreement to its terms and conditions as well. If you do not agree with any terms of this Agreement, please do not use the Website. The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. Your continued access of the Website will constitute your acceptance of any changes or revisions to the Agreement. Your failure to follow these terms, whether listed below or in bulletins posted at various points in the Website, may result in suspension or termination of your access to the Website, without notice, in addition to Optus' other remedies. This Agreement and any disputes hereunder shall be governed by the laws of the state of New South Wales and the laws of Australia as applicable.

REGISTRATION INFORMATION & ELIGIBILITY TO PARTICIPATE

Optus may at times require that you register and/or set up an account to use certain portions of the Website, or the Website as a whole. In order to do so, you may be provided, or required to choose, a password, user ID, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Website, if available. Otherwise, you are able to contact Optus as described in our Privacy Policy.

The Optus Digital Advisors program is only open to participants who are 18 years of age or older at the time of registration. By proceeding with registration, you hereby warrant that you are at least 18 years of age. You also warrant that you are an Optus customer at the time of registration. Optus also reserves the right to verify that any information you provided in registering for Optus Digital Advisors (including phone number) is correct and accurate to comply with the eligibility criteria. Optus reserves the right to set additional eligibility requirements for individuals to participate in the Optus Digital Advisors program at its sole discretion and may amend these eligibility criteria at any time without notice. Optus has sole discretion over which eligible individuals it engages to participate in the Optus Digital Advisors program. Optus also reserves the right to deem individuals who have been accepted into the Optus Digital Advisors program to be no longer eligible if the individual no longer meets the then current Optus Digital Advisors eligibility requirements. Optus also reserves the right to withdraw the Optus Digital Advisors program (or any parts of it) in its sole discretion at any time without notice. Optus has sole discretion to determine the topics of surveys it includes in the Optus Digital Advisors program.

USE OF USER ID/PASSWORD

If you register and/or set up an account on the Website, you will be solely responsible for maintaining the confidentiality of your Registration Information. You must not authorise others to use your Registration Information. You must not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without Optus' written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement. You are also solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorisation, or who has access to any computer on which your account resides or is accessible.

If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorised disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Website), you must promptly change the affected Registration Information by using

the appropriate update mechanism on the Website, if available, or notify Optus as described in our Privacy Policy.

USE OF THE WEBSITE BY YOU

Unless otherwise specified, the Website is intended for your personal use only. By participating in the Optus Digital Advisors program, you warrant that you will treat any and all information obtained by you during the course of your participation in the Optus Digital Advisors program as confidential and not communicate information about the Optus Digital Advisors program, the content of the Optus Digital Advisors program or Website to any person unless authorized under this Agreement or the terms of the Optus Digital Advisors Program. You must not authorise others to use the Website. You are responsible for all use of the Website by you. The Website contains material that is protected by relevant Australian and international copyright, trademark and other intellectual property laws. You must not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the Website. The Website is also not intended for users under the age of 18, and Optus does not knowingly collect personally identifiable information from users under the age of 18 for the purposes of this Website. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.

You agree not to use any obscene, indecent, or offensive language or to place on the Website any material that is defamatory, abusive, harassing, menacing, racist, offensive or hateful. Further, you may not place on the Website any material that is encrypted, constitutes junk mail or unauthorised advertising, commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offence, give rise to civil liability, or that otherwise violates any national or international law or regulation. You agree to use the Website only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability. Further, you are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

The content, organisation, graphics, text, images, video, design, compilation, advertising and all other material on the Website, including without limitation, the "look and feel" of this website, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of Optus. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited. In addition, you may not in any way make commercial or other unauthorised use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the Website, except as permitted by the copyright laws of Australia or other laws or as expressly permitted in writing by this Agreement, Optus or the Website.

You agree not to disrupt, overwhelm, attack, modify or interfere with the Website or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You agree that you will not post any software, files or links to other sites, and that you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Website, or feature of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

The nature of this Website is interactive and public. By posting content, you understand and acknowledge that any materials, ideas or other communications you transmit in in forums, blogs or otherwise on the Website will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials you transmit may be used by Optus anywhere, anytime, and for any reason whatsoever.

COMMENTS BY OTHERS ARE NOT ENDORSED BY Optus

Optus does not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of Optus. You agree that Optus is not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

USE OF MATERIAL SUPPLIED BY YOU

For information regarding use of personal information you supply or communicate to the Website, please see Optus' Privacy Policy. Except as expressly provided otherwise in the Privacy Policy, you agree that by posting messages, uploading files, inputting data, or engaging in any other form of communication with or through the Website, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorise others to do so. In addition, please be aware that information and content (including photographs) (collectively, "Materials") you disclose in publicly accessible portions of the Website will be available to all users of the Website, so you should be mindful of personal information and other content you may wish to post on the Website. You hereby disclaim any and all liability that may arise in connection with any and all materials posted, uploaded or supplied by you on the website. We may monetise deidentifiable information provided by you at an aggregated level, including by providing such information to third parties.

When you participate in the Optus Digital Advisors program via the Website, we may collect the following information:

- Anonymous web statistics collected as you browse the Website
- Personal information you knowingly provide us including any personal information you provide us as an Optus Digital Advisor.

Some portions of the Website may require that you provide your personal information. Personal information refers to all and any information relating to you (including, but not limited to your name, contact number, email address and mailing address) obtained by us via your access to or use of this Website or through participating in the Optus Digital Advisors program.

We may use your personal information and any responses you provide in your involvement in the Optus Digital Advisors program for monetisation to external parties (only where such personal information has been deidentified and is at an aggregated level so as to not be identifiable) planning, research (including for commercial purposes such as for external partners at an aggregated level), design, product development and marketing of services, rendering assistance to law enforcement, government or regulatory agencies, or complying with any applicable laws or any order of court. We may also append the research data provided by or collected from you through the Optus Digital Advisors program (including the information you provide us) with other data collected from or provided by you in relation to any Optus or partner product or service. All personal, individually identifying information that we receive will be kept confidential.

COPYRIGHT

Optus respects the intellectual property of others, and asks its users to do the same. Optus may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others pursuant to Australian copyright or other laws.

INDEMNITY

You agree to indemnify Optus and its affiliates, employees, contractors, agents, representatives and third party service providers and keep them indemnified from all claims and liabilities (including legal fees), which may arise from your breach of these terms, your unauthorised use of material obtained from this Website, your reliance on information received through this Website, or from your breach of this Agreement or any such acts through your use of the Website.

WARRANTIES AND LIMITATIONS OF LIABILITY

You acknowledge and agree that you are using the Website with the knowledge that Optus and any other third party, does not make any warranties as to the accuracy, completeness, reliability or currency of all items appearing on the Website or that any services on the Website will satisfy or be suitable for your requirements. This Website (and its contents) is not intended to be comprehensive nor does it constitute technical, financial, legal or other advice of any kind. As a user of this site you are responsible for considering whether the content is suitable for your individual requirements. Optus strongly recommends that you seek appropriate independent professional advice before relying on any of the content in the Website.

To the extent allowed by law, Optus and its affiliates, respective officers, employees, agents and contractors exclude all liability for any consequential, indirect or incidental loss or for any loss of profits, income, business or goodwill, that happens from you or any third parties arising out of this Agreement using or relying on the Website and/or its contents, selling or purchasing any goods or merchandise, your access to, or inability to access the Website, including for viruses alleged to have been obtained from the Website, whether or not it's caused by any negligent act or oversight on Optus' part.

You agree to release Optus and its affiliates, respective officers, employees, agents and contractors from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, to the extent laws allows.

Certain laws, including the *Competition and Consumer Act 2010*, may imply warranties or conditions, or impose obligations on Optus that Optus cannot exclude, restrict or modify, or that Optus can only exclude, restrict or modify to a limited extent. If these laws apply, to the full extent that Optus is able to do so:

- all conditions, warranties and representations with respect to this Website and/or the contents (or any other goods or services that may be supplied or provided by Optus), that would otherwise be implied by statute, law, equity, trade custom, prior dealings between Optus or otherwise (including any implied warranty of merchantability, suitability, fitness for purpose, quiet enjoyment or non-infringement) are hereby expressly excluded; and
- Optus' liability in relation to any aspect of this Website, including the content (and any other goods or services that may be supplied or provided by us), is limited to the fullest extent permitted by the applicable law.

ADDITIONAL TERMS

Optus reserves the right, but undertakes no duty, to review, edit, move or delete any material provided for display or placed on the Website or its bulletin boards, in its sole discretion, without notice.

Optus reserves the right to post, from time to time, additional terms of usage that apply to specific parts of the Website. Such additional terms will be posted in the relevant parts of the Website. Your continued use of the Website constitutes your agreement to comply with these additional terms.

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