
AIC WEBSITE AGREEMENT TERMS

Website Terms of Use Agreement between Australian Institute for Commercialisation Ltd (ABN 70 100 485 407) ("AIC") and the User of this website ("the User")

The User's use of this website is subject to these legally binding terms and conditions.

If the User does not accept these terms and conditions, they must exit this website immediately.

Website Terms and Conditions

The User may only use the Website for the purpose of accessing commercialisation related information. The Website is owned and operated by AIC. This Agreement supersedes all prior agreements and may be revised by AIC from time to time.

The AIC Privacy Policy must be read in conjunction with this Agreement.

Website Use

The User agrees that the Website will be used in accordance with these terms and conditions and that The User will not use the Website for any unlawful purpose.

The User will not violate or attempt to violate the security of the Website. The User will not hack into the Website, AIC's computer systems or the computer systems of other users of the Website. Hacking means unauthorised access (including using another member's username and password), malicious damage and/or interference and includes, without limitation, mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website.

The User agrees that the Website will only be used in a responsible manner and in accordance with all applicable laws, including in a manner that does not restrict other users from enjoying the Website.

Contributions to the Website

The AIC may enable submission of user content for publication on the website from time to time. The User may submit content to this website for publication. AIC, at its sole discretion, may determine whether (or not) the User's content will be published, and reserves the right to edit, or amend, any content submitted by the User. The User warrants that they are permitted to submit the content to the website, and that the User will not submit, post on the Website, or email any material in breach of any law, any obscene, explicit, pornographic, inflammatory material, racist, defamatory or any material that could otherwise give rise to criminal or civil proceedings.

The User agrees (and warrants) that they will only provide information to AIC if the User owns all of the intellectual property rights in that information. Except for the User's personal information (which is dealt with under the Privacy Policy), the User immediately assigns to AIC, upon creation, all intellectual property rights in all information provided by the User to AIC (including the User's Website postings).

The User agrees to waive all moral rights in the content that they provide (and ensure that the User obtains all moral rights waivers in relation to all the content that the User provides) to the AIC, and that these waivers require that the User (and all applicable third parties) consent to any use which the AIC (or any person permitted to do so by the AIC) may require. The User agrees, and must ensure that neither the User nor any third party requires to be attributed as the source of the content that the User provides to AIC.

Services provided on the Website

AIC reserves the right to add, modify or discontinue any of the information and services offered on the Website at any time without notice irrespective of the form. The AIC will not be held liable for any decision to modify or discontinue a service.

Registration

The User can register for certain AIC services on the Website by completing the Registration Form. It is a condition of registration that the User provides a valid e-mail address and a password. The User agrees not to provide this password to any third parties.

Future changes

From time to time, this Agreement will be reviewed and may be revised. AIC reserves the right to change this Agreement at any time, and revoke the User's registration for any services. Any changes to this Agreement will be posted on the Website.

The User's continued use of the Website will constitute acceptance of the variation of the Agreement (at the AIC's sole discretion) without notice to the User.

Website availability

From time to time down-time (unavailability of the website), either scheduled or unscheduled, may occur. The AIC will work within reason to ensure this amount of down-time is limited.

AIC will not be held liable for the consequences of any down-time.

Intellectual Property

The User acknowledges and agrees that title to and Intellectual Property Rights in any content of the Website, whether created by the AIC or the User, will be retained by the AIC.

The User must not, and if part of a corporation, must ensure that its officers, employees, agents and subcontractors do not, use the trade marks or logos of the AIC except with the prior written consent of the AIC except as expressly provided in this agreement.

Reproduction of part or all of the contents in any form of the Website is prohibited except for personal use of the User and may not be copied or otherwise shared unless expressly permitted by the AIC.

Without limitation, the User agrees that they will not print, distribute, display, sell, publish, broadcast, circulate, disseminate or commercially exploit, in any form or by any method whatsoever, part or all of the contents of the Website, or incorporate the website material, or any part of it, in any work or publication, whether in hard copy, electronic, or any other form.

Unless otherwise noted, all materials on this site are protected as the copyright, trade dress, trademarks and/or other intellectual properties owned by the AIC or by other parties that have licensed their material to the AIC.

The AIC's trade marks on this site represent some of the trade marks currently owned or controlled in Australia. The display of these marks and of notices associated with these marks is not intended to be a comprehensive compilation of all worldwide proprietary ownership rights held by AIC.

All rights not expressly granted are reserved.

Third Party Material and Links

This Website may contain materials produced by third parties or links to other websites. Such materials and websites are provided by third parties and are not under the AIC's direct control and AIC accepts no responsibility or liability in respect of any such third party materials or for the operation or content of other websites (whether or not linked to this Website). The User acknowledge that the AIC is entitled to require the User to remove any link from another website to this Website which the User installs without obtaining the AIC's prior written consent.

Warranty

To the maximum extent permitted by law, AIC does not give any warranty in relation to the content, accuracy, or any other aspect of:

- any material on the Website; or
- the performance of the Website.

Limitation of liability

Any liability of the AIC for any loss or damage, however caused (including by the negligence of the AIC), suffered by the User in connection with this website is limited, at the election of the AIC to any Fees paid by the User to the AIC for services in the 12 months prior to the User first suffering loss or damage in connection with the Website. This limitation is an aggregate limit for all claims made.

Any claim by the User against the AIC for loss or damage however caused (including by the negligence of the AIC), suffered by the User in connection with use of the Website must be made within one month of the User becoming entitled to make the claim and any claim not made within one month is absolutely barred.

The AIC is not liable for any Consequential Loss however caused (including by the negligence of the AIC), suffered or incurred by the User in connection with the Website including the use or reliance on any information on the Website, accessing or using the Website, any interruption, suspension or termination of the Website for whatever reason.

Consequential Loss means consequential loss and:

- (i) indirect loss;
- (ii) loss of revenues;
- (iii) loss of reputation;
- (iv) loss of profits;
- (v) loss of bargain;
- (vi) loss of actual or anticipated savings; and
- (vii) lost opportunities, including opportunities to enter into arrangements with third parties.

Financial Services

The User acknowledges and agrees that:

- (a) the AIC is not liable for any loss or damage, however caused (including by the negligence of the AIC) suffered by the User in connection with any errors in any of the AIC's models, templates, guides or other materials related to financial issues for any errors that may result from using those models;
- (b) any results or views deriving from any calculations made using the AIC's models, templates, guides or other materials should not be ascribed to the AIC;
- (c) the User must independently check any calculation or results, or any assumptions made in relation to those calculations or results, derived from the AIC's models, templates, guides or other materials;

(d) the AIC is not liable for any loss or damage, however caused (including by the negligence of the AIC) suffered by the User in connection with the accuracy of any data used to calculate results using the AIC's models, templates, guides or other materials including results that are derived from data provided by the User or independent third parties; and

(e) no information provided by the AIC constitutes the provision of financial product advice and neither the AIC nor its staff are licensed, or otherwise authorised, to provide financial product advice.

General

(a) The laws of Queensland, Australia govern this agreement.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts.

(c) Where this agreement contemplates that the AIC may consent to, elect, determine, approve, nominate, decide or consider any matter or thing, the AIC may provide such consent or make such election, determination, approval, nomination, decision or consideration in its absolute discretion and conditionally or unconditionally without being required to give reasons or act reasonably, unless this agreement expressly requires otherwise.

(d) the User must not assign, in whole or in part, or novate their rights and obligations under this agreement without the prior written consent of the AIC.

(e) The AIC may assign its interest under this agreement.

(f) Time is not of the essence in the performance of obligations under this agreement except in relation to performance of payment obligations.

(g) Unless expressly stated otherwise, this agreement does not create a relationship of employment, trust, agency or partnership between the parties.

(h) Each provision of this agreement will be read and construed as a separate and severable provision or part and if any provision is void or otherwise unenforceable for any reason then that provision will be severed and the remainder will be read and construed as if the severable provision had never existed.

(i) This agreement represents the parties' entire agreement, and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing, relating to its subject matter.

(j) The AIC may subcontract the performance of all or any part of the AIC's obligations under this agreement.

(k) A right under this agreement may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in the waiver.

In this agreement:

(i) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as' or 'for example' (or similar phrases) do not limit what else might be included;

(ii) no rule of construction applies in the interpretation of this agreement to the disadvantage of the party preparing the document on the basis that it put forward this document or any part of it; and

(iii) a reference to a party is a reference to the AIC or the User, and a reference to the parties is a reference to both the AIC and the User.

Termination

AIC reserves the right to cease providing services at any time.

AIC shall not be liable to the User for any cost, expense, or damages whatsoever for terminating this Agreement.

Definitions

"Agreement" means the terms and conditions that apply to the use of the Website which may be amended from time to time.

"AIC" means Australian Institute for Commercialisation Ltd (ABN 70 100 485 407)

"Registration Form" means the online registration form to be completed by the User in relation to The User's registration to access any website resources of the AIC.

"Website" means internet website URLs at any of the following domains [ausicom.com, aicenterprise.com].

"The User" means the user of the Website (and "The User's" has the corresponding meaning)