

IncoDocs – Website Terms and Conditions

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Thank you for visiting our website. This website is owned and operated by IncoSolutions Pty Ltd ACN 614 905 092. By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available at www.incodocs.com/privacy-policy.pdf) (**Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means IncoSolutions Pty Ltd ACN 614 905 092 and our related bodies corporate.

1 Registration

You must register for an account in order to access our products and all features of our website.

When you register and activate your account, you will provide us with personal information such as your full name, address, email address, identification and other information relating to services. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy (www.incodocs.com/privacy-policy.pdf).

When you register and activate your account, you will create a user name and password for your account. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

If you are under the age of 16 years, you may not create an account or register as a member without the consent of your parent or legal guardian. If you are a parent or guardian permitting a person under the age of 16 (a **Minor**) to create an account, you agree to:

- exercise supervision over the Minor's use of our website and account;
- assume all risks associated with the Minor's use of our website and their account, including the transmission of content or information to and from third parties via the Internet;
- ensure that the content and information that the Minor may encounter on our website are suitable for the Minor;
- assume liabilities resulting from the Minor's use of our website and their account;
- ensure the accuracy and truthfulness of all information submitted by the Minor; and
- provide the consents contained in these Terms on behalf of the Minor.

We may ask you to confirm that you have your parent's or guardian's permission and that they have agreed to these Terms on your behalf, and, even if we do not do this, we will assume that this is the case and will provide access to our website and your account on this basis.

2 Collection Notice

We collect personal information about you in order to provide our services to you, respond to your enquiries and for purposes otherwise set out in our Privacy Policy at (www.incodocs.com/privacy-policy.pdf).

We may disclose that information to third parties that help us deliver our services (including information technology suppliers and communication suppliers) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you. We may also

disclose your personal information to recipients that are located outside of the country you are located in, including to our service providers located in Australia and the United States of America.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us via the contact form on our website (www.incodocs.com).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

3 Accuracy, completeness and timeliness of information

Our website contains information of a general nature only and is intended to provide a summary of the subject matter covered. We are not providing professional advice and you should obtain professional or specialist advice that is appropriate to your circumstances. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

4 Australian Consumer Law

In respect of our operations in Australia, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the *Australian Competition and Consumer Act 2010* (Cth) and other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the *Competition and Consumer Regulation 2010* (Cth) are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

5 Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

6 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third party licensors.

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

7 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals; and
- posting or transmitting to this website any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

8 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

Our website allows you to create, share, download, accept and sign documents. By accessing our website and using our products and services, you acknowledge that we are not responsible for any documents accessed or downloaded from our website. We are not responsible for any document you create and do so at your own risk.

We will take reasonable steps to provide a safe and reliable service. However, there are some risks with using the internet which are out of our control. To the extent permitted by law, we do not guarantee that our website will be free from viruses and we do not accept any responsibility for any harmful computer code that might be introduced to your system by using our website.

We do not guarantee that access to our website will be uninterrupted, timely or secure, or that it will always operate as intended and, to the extent permitted by law, we do not accept any liability in that regard.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

9 Third Party Websites and Advertising

Our website contains links to other websites operated by third parties. We do not endorse those other websites or the products and services provided on those websites and the links to such websites should be taken as a general recommendation only without taking into account your specific requirements or suitability. We are not responsible for the condition or content of those websites as these are outside of our control. We make no representations about the accuracy of any information contained on any other website and are not responsible for any loss arising directly or indirectly from you using, accessing or attempting to access those websites.

You must obtain our prior written permission to link to our website.

Our website may display third party advertising. We do not endorse the third party advertiser, its products or services and we do not accept liability for any loss arising in connection with you using, accessing or attempting to access third party websites, products or services. Any third party advertising displayed on our website should be taken as a general recommendation only.

10 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct or indirect loss, damage or expense – irrespective of the manner in which it occurs (including by negligence) – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

11 Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of Queensland, Australia and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in Queensland, Australia.

12 Updating these terms

We reserve the right to update and amend these Terms at any time from time to time without notice.