Protech Partners Pty Ltd ACN 678 095 433 – Website Terms and Conditions

The below terms contain the agreement between you and Protech Partners Pty Ltd ACN 678 095 433 'Protech Partners' as to the terms on which you are permitted by Protech Partners to use the website ("the **Terms**").

Protech Partners owns and operates the website, and owns all intellectual property rights in the website including all content on the website unless otherwise indicated, and all such rights are specifically reserved. Protech Partners has also been licensed to use content on the website in which the intellectual property rights are owned by third parties. Protech Partners permits you to use and otherwise benefit from the website but only in accordance with these terms and subject to any limitations on the use of any content stored on the website that have been imposed upon Protech Partners by its respective content providers.

By your use of the website, you acknowledge that you have read and understood these terms and you express your agreement to be bound by them. If you do not agree to these terms you must not use the website.

If you have any questions or complaints regarding the website or these Terms, please contact Protech Partners via telephone on 07 2102 9801 or e-mail hello@protech.partners.

Acceptance of Terms

These Terms apply to your use of the website. You confirm that you have read and understood these Terms and that you accept and agree to be bound by them by using, or continuing to use, the website. We may vary these Terms at any time and at our sole discretion by publishing a revised version of these Terms on the website. Your use of any part of the website will be regulated by these Terms as they exist from time to time. It is your responsibility to keep yourself informed of any changes to these Terms.

Jurisdiction and Governing Law

The content of the website is for general informational purposes only and is not intended to be comprehensive or be relied upon, and as such may not be appropriate to your needs. You should contact us to seek specific advice as to the products and regarding your particular circumstances. We attempt to ensure that the content is current but we do not guarantee its currency.

You should seek legal or other professional advice before acting or relying on any of the content.

If you access the website, you do so at your own risk and you are responsible for complying with all local laws, rules and regulations in your jurisdiction.

These Terms shall be governed by and construed in accordance with the laws of the State of Queensland, Australia, and any applicable laws of the Commonwealth of Australia. Any proceedings in respect of any cause of action shall be instituted, heard and determined in accordance with the law of the State of Queensland in a Court of competent jurisdiction. Any such Queensland Court shall have territorial jurisdiction to hear and to determine such proceedings. You hereby submit to the exclusive jurisdiction of the courts of Queensland and courts competent to hear appeals from those courts.

Use Restrictions

We may limit use and/or availability of the whole or any part of the website to or by any person, geographic area or jurisdiction we deem fit in our sole and unfettered jurisdiction.

You may, subject to the Terms, personally use public pages on the website provided that such use is for your own use and not for commercial exploitation.

Except as expressly provided (and then only to the extent so provided) in these Terms or in any law you must not:

1. use any part of the website through any means not provided or intended by us.
2. use any part of the website contrary to any directions, instructions or policies contained in the terms or elsewhere on the website;
3. use or permit or suffer any other person to use any administration pages forming part of the website;
4. use the website for any fraudulent or unlawful purpose;

5. submit any information via the website that is not true and accurate in every particular or that is misleading or deceptive or likely to mislead or deceive in any particular;
6. impersonate any person or computer whilst using the website;
7. enter or store any personal information or sensitive information relating to any person other than yourself in any part of the website unless the person to whom such information relates has accepted these Terms and has authorised you to do so on their behalf;
8. interfere with or disrupt, or attempt to interfere with or disrupt, the operation or usability of any part of the website or the servers or networks used to make the website available, or otherwise violate any requirements, procedures, policies or regulations of such networks;
9. reproduce, duplicate, copy, sell, resell or otherwise exploit any part of (including use of) the website or its content for commercial gain;
10. systematically download the whole or any part of the website, whether or not for commercial gain;
11. make or distribute copies of the website or any part of it (including any content stored on the website);
12. transfer, share, disclose or licence any access codes relating to the website or to your right to use any part of the website to or with any other person, whether or not for value;
13. adapt, alter, delete, modify, or translate any part of the website (including any content on the website);
14. upload any unauthorised material to the website;
15. remove, disable or circumvent any proprietary notices or labels, or security or operational features contained on or within the website or any part of it.

To avoid doubt, you must not allow any other person to do anything you are prohibited from doing under these Terms.

You must remove any unauthorised material you have uploaded to any part of the website immediately upon being directed by us to do so. However, we reserve the right to remove, delete and/or destroy any unauthorised material you have uploaded to any part of the website without first directing you to do so and without giving you prior notice of our intention to do so or reasons for our doing so.

No Agreement
You acknowledge and agree that your use of the website, including but not limited to your submission of any query via the website or any other mode of contact contemplated by the website, does not give rise to any agreement between you and us, and that we are not bound to respond to any such query or otherwise to provide you with any goods and/or services unless and until we agree to accept you as a client and you have accepted the terms of our terms and/or quote and satisfied any other condition imposed by us. A copy of our terms and conditions are provided on our website. To avoid doubt, we reserve the right to provide and goods and/or services to any person and shall have no obligation whatsoever to provide reasons for any such refusal.

Privacy
You acknowledge and agree that we may use your personal information in accordance with our privacy policy, a copy of which is provided on our website.

External Links
The website may contain frames, links, or references to other websites, individuals, or information for convenience '**Linked Content**'. Any Linked Content is not under our control and we are not responsible for the same (including changes or updates) and we make no representations about the accuracy of the information on those websites or that they are free of viruses and other defects. We are not responsible for webcasting or any other form of transmission forming part of any Linked Content . Any links provided to Linked Content through the website are provide for your convenience only, and the inclusion of any such link does not imply an endorsement by us of any Linked Content or of the provider. Your use of any Linked Content is at your own risk.

References to a third party do not imply and should not be construed as indicating a relationship between Protech Partners and the third party and are not endorsements of those parties or their products or services.

Reservations
We hereby reserve all rights not expressly granted to you under these conditions. Without prejudice to any of our other rights:

1. all right title and interest in and to the website (including any content stored on it), any accompanying printed materials, and any copies of the website, are owned by and remain the property of Protech Partners and/or content providers as the case may be; and
2. all right title and interest in and to the content that is not contained in the website, but which may be accessed through use of the website is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Use of any on-line services which may be accessed through the website may be governed by the respective terms of use relating to such services. If the website contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation for your own use but not for commercial exploitation.

You may not use our intellectual property rights in connection with any product or service that is not ours or in any manner that is likely to cause confusion.

Nothing contained on the website is intended to or should be construed as granting any license or right to use any trade names or trade marks or any other intellectual property rights without the express prior written consent of the owner.

Electronic Communication
In accepting these conditions you agree that we can give you any information required or permitted to be given to you under these Terms or our privacy policy, or by law or any applicable code, by electronic communication, unless any law or code requires otherwise.

Acknowledgements, Disclaimers and Limitation of Liability
To the maximum extent permitted by law, you acknowledge, agree and warrant that:
1. The content provided on the website is provided to you as is and with all faults, and that all warranties (express or implied) are hereby excluded. We do not represent or warrant that such content is complete or accurate. We are not responsible for any errors, inaccuracies, or omissions in, or for any unauthorised material that may form part of, any content contained on the website, regardless of its source or how it came to be located on the website, and we hereby expressly exclude any and all liability for any loss that you may incur or sustain that in any way relates to or arises out of such content or your use of or reliance thereon, even if you have advised us of the possibility of such loss.
2. All content provided on the website is for information purposes only.
3. We shall not be liable for any loss that you may incur or sustain that in any way relates to or arises out of any circumstance beyond our control, including but not limited to failure by third party data transmission networks or servers.
4. You acknowledge and accept the risk that any communication to or from the website may be intercepted, used or interrupted by third parties, that the website may not be free of unauthorised material, inaccuracies, errors and/or omissions. We shall not be liable for any loss or delay that you may incur or sustain that in any way relates to or arises out of your use of or activities in connection with the website or any content or linked content thereon, and you release, discharge and indemnify us from and in respect of any and all such liability.

You hereby acknowledge and agree that we would not permit you to use the website but for your acknowledgments and your agreement to the limitations on our liability as set out above.

Indemnity
You agree to defend, indemnify and hold us and our content providers harmless from and against all claims and liabilities that in any way relate to or arise out of:
1. your use of or activities in connection with the website or any content or linked content we provide on or via the website
2. your breach of any of these Terms; or
3. any infringement by you of any intellectual property rights owed by us or our content providers.

Problems with the Website
If you think there has been a mistake or an operation you did not authorise, or if you think there are any faults in any part of the website, you must inform us immediately via email at hello@protech.partners.

Termination
The agreement constituted by your acceptance of these Terms is effective until terminated. We may at any time and for any reason terminate your use of the website. Upon such termination, your right

to use the website will immediately cease. You agree that we will not be liable to you or any third party for any termination of your use of the website.

We may take any steps we believe are appropriate to enforce or verify compliance with any part of these Terms.

General

These Terms contain the entire agreement between you and Protech Partners relating to your use of the website or any part of it and it supersedes any prior representations (express or implied), discussions, undertakings, communications or advertising relating to the website.

This version of these Terms of Use is dated January 2025.