

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE 'CLEVERSPEC' TOOL

1. BY USING THE TOOL YOU ACCEPT THESE TERMS

By using the Tool, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Tool.

2. HOW YOU MAY USE MATERIAL ON THE TOOL

We are the owner or the licensee of all intellectual property rights in the Tool, and in the material published on it, except where indicated otherwise. Those works are protected by copyright laws. All such rights are reserved.

Our status (and that of any identified contributors) as the authors of content on the Tool must always be acknowledged.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Tool.

3. DO NOT RELY ON INFORMATION

The Tool is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Tool.

The content on the Tool is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on the Tool, we make no representations, warranties or guarantees, whether express or implied, that the content on the Tool is accurate, complete or up-to-date.

4. USER-GENERATED CONTENT

This Tool may contain 'custom product' options and other interactive features (**Interactive Services**) that allow users to post, submit, publish, display or transmit to other users or other persons (**post**) content or materials (collectively, **User Contributions**) on or through the Tool.

All User Contributions must comply with the content standards set out in clause 5 of these terms.

Any User Contribution you post to the Tool will be considered confidential and proprietary. You retain all of your ownership rights in your content, however by providing any User Contribution on the Tool, you grant us and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Tool constitutes a violation of their intellectual property rights, or

of their right to privacy, or if compelled to by law enforcement authorities.

We have the right to remove any posting you make on the Tool if, in our opinion, your post does not comply with the content standards in clause 5 of these terms.

You are solely responsible for securing and backing up your content.

You represent and warrant that:

- All of your User Contributions do and will comply with these terms.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you (and not us) have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Tool

We have the right to remove, refuse to post or take any action with respect to any User Contributions for any or no reason in our sole discretion. If you wish to complain about information and materials uploaded by other users please contact us at info@clevertronics.com.au.

5. CONTENT STANDARDS

The content standards in this clause 5 apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. In particular, you warrant that your User Contributions will not:

- contain any material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable;
- contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any patent, trade mark, trade secret, copyright or other intellectual property or other rights of any other person;
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these terms and our privacy policy <https://clevertronics.com.au/clevertronics-privacy-statement>
- be likely to deceive any person;
- promote any illegal activity, or advocate, promote or assist any unlawful act;
- impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including with us;
- involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; and/or
- give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Whenever you make use of a feature that allows you to upload content to the Tool, or to make contact with other users of the Tool, you must comply with the content standards in this clause 5.

You warrant that any such contribution complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty. We may report any breach of your warranty to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Tool will cease immediately.

6. LIMITATION OF LIABILITY

In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind arising out of or in connection with your use, or inability to use, the Tool, any websites linked to it, any content on the Tool or such other websites or any services or items obtained through the Tool or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages.

Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable legal fees) arising out of or relating to your violation of these terms or your use of the Tool, including, but not limited to your User Contributions, your use of any information obtained from the Tool and any use of the Tool's content, services and products other than as expressly authorised in these terms.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which is set out in our terms and conditions of sale at <https://clevertronics.com.au/clevertronics-terms-and-conditions>

7. PROHIBITED USES

You may use the Tool only for lawful purposes and in accordance with these terms. You agree not to use the Tool:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
- for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; or
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in clause 5 of these terms.

Additionally, you agree not to:

- use the Tool in any manner that could disable, overburden, damage, or impair the Tool or interfere with any other party's use of the Tool, including their ability to engage in real time activities through the Tool;
- use any robot, spider or other automatic device, process or means to access the Tool for any purpose, including monitoring or copying any of the material on the Tool;
- use any automatic or manual process to reverse engineer or decompile any part of the Tool;
- use any device, software or routine that interferes with the proper working of the Tool;
- introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful; or
- attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Tool, the server on which the Tool is stored, or any server, computer or database connected to the Tool.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Tool will cease immediately.

8. WHO WE ARE AND HOW TO CONTACT US

CleverSpec is a tool (**Tool**) operated on the domain address clevertronics.com.au by Clevertronics Pty Ltd (ACN 136 264 349) (**we, us** and **our**).

To contact us, please email info@clevertronics.com.au **OR** telephone us on (03) 9559 2700.