

## EBOS Group Website Terms and Conditions of Use

### General terms and conditions

These conditions of use ("**Conditions of Use**") set out the conditions applicable to your use of, including your acquisition of products or services through, this Website which is operated under the domain name <ebosgroup.com> ("**Website**") by EBOS Group Limited and its subsidiaries ("**EBOS**"). EBOS may amend these Conditions of Use at any time by posting the amended terms on this Website which you acknowledge shall constitute sufficient notice to you thereof. If you access our Website after changes are posted, you are taken to have accepted such changes. These Conditions of Use were last amended on 2 August 2023.

### Acceptance of terms

You acknowledge and accept that by using this Website, you agree to be bound by these Conditions of Use. If you do not agree with any of these terms, do not use this Website.

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We do not warrant the accuracy of any hypertext links provided by us, nor the suitability of any Material located at such websites.

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- How users navigate the Website. EBOS does not identify personal information regarding individuals browsing the Website. The data captured is used so that EBOS can accurately evaluate the content of the Website and make improvements.
- We use cookies when you visit our Website. Cookies are small pieces of information which can be stored on your hard drive. They record information about your visit to the Website. Most web browsers can be configured to notify you when a cookie is received, allowing you to either accept it or reject it. You can choose if and how a cookie will be accepted by you. You may inspect cookies on your hard drive and delete them. However, if you disable the use of cookies or remove them, you may not be able to gain access to all of the content and facilities of this Website. The cookies we send to your PC cannot in any

way read your hard drive, obtain any information from your browser or direct your computer to perform any specific actions. They are not designed to be sent to another site, and/or be retrieved by another site.

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### Limitation of liability

To the maximum extent permitted by law, under no circumstances will EBOS be liable for any indirect, incidental, special or consequential damages, including damages for loss of business or other profits, arising out of or referable to the accessing, downloading, using or relying on any Material on this Website or any Material on a Third Party Website, whether caused by the negligence of EBOS or otherwise.

Where any law implies in these Conditions of Use any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in these Conditions of Use. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):

- (a) in the case of services: the resupply of the services; or the payment of the cost of resupply; and
- (b) in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.

### **Virus warning**

EBOS does not represent or warrant that any files obtained from or through this Website are free from computer viruses or other defects, including trojan horses and worms. Any such files are provided, and may only be used, on the basis that the user of such files assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files.

### **Indemnity**

You agree to defend, indemnify and hold EBOS, its directors, officers and employees, harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any breach of these Conditions of Use by you, or (to the extent permitted by law) in connection with your use of this Website or the placement or transmission of any Material on this Website by you.

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### **Termination**

EBOS may, in its sole discretion, terminate or suspend your access to all or part of this Website where you fail to comply with any term or provision of these Conditions of Use. Any suspected abusive or illegal activity may result in termination of your access and the activity may be referred to appropriate law enforcement authorities.

### **Concerns regarding Conditions of Use**

Should you object to the Conditions of Use or any subsequent modifications thereto or become dissatisfied with this Website, your only recourse (to the extent permitted by law) is to immediately terminate your use of this Website.

If you have any issues and/or questions with these Conditions of Use or any rule, policy, guideline or practice which EBOS uses to operate this Website, please contact us at EBOS Group Limited, Level 7, 737 Bourke Street, Docklands 3008, Australia, +613 9918 5555.