

BY USING OUR WEBSITE, YOU ARE ACCEPTING OUR TERMS OF USE

IMPORTANT LEGAL NOTICE

This legal notice and the Website are issued by Status Technologies Pty Ltd trading as Status Awareness Systems, a company registered in Australia (ABN 36 145 884 626) with its registered office at 14 Short Street, Ulverstone, Tasmania, 7315

This legal notice applies to the entire contents of the website under the domain name www.racesafeh2o.com.au ("Website"), to use of the Website and to any correspondence by email between you and us. Please read these terms carefully before using the Website.

By accessing any part of the Website, you will be deemed to have read and accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

Status Awareness Systems may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provision of this legal notice may be superseded by expressly designated legal notice or terms located on particular pages of the Website.

1. Purpose

2.1 This site is to be used for the following:

- Access information on RaceSafe H2O and products sold by Status Awareness Systems
- Request information on RaceSafe H2O products and services provided by Status Awareness Systems
- Place orders with Status Awareness Systems
- Access other content

3 Service Access

3.1 While Status Awareness Systems endeavours to ensure that the Website is normally available 24 hours a day, Status Awareness Systems shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without any notice in the case of system failure, maintenance or repair or for any reasons beyond Status Awareness Systems control.

4 Visitor Material and Conduct

4.1 Any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. Status Awareness Systems shall have no confidentiality obligations with respect to such material. Status Awareness Systems and its designates shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

4.2 You are prohibited from posting or transmitting to or from the Website any material:

- a) That is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b) For which you have not obtained all necessary licences and/or approvals; or
- c) Which constitutes or encourages that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- d) Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data)

- 4.3 You may not misuse the Website (Including without limitation, by hacking)
- 4.4 Status Awareness Systems shall cooperate with any Law enforcement authorities or court order requesting or directing it to disclose the identity or locate any person posting any materials in breach of clauses 4.2 or 4.3

5 Copyright

All content on this Website is protected by copyright under the Copyright Act 1968 (Cth.)

- 5.1 You are permitted to access and download the Website, and to print one copy of extracts from the Website, solely for your own use, information and reading provided that:
- a) No documents or related graphics on the Website are modified in any manner;
 - b) No graphics, logos, trademarks on the Website are used separately from the corresponding text: and
 - c) Status Awareness Systems copyright and trademark notices and this permission notice appear in all copies
- 5.2 Unless otherwise stated, Status Awareness Systems and its Licensors own the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images). For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 5.1 for any purpose is prohibited. Any unauthorised copying, storage or other unauthorised use is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 5.3 Subject to clause 5.1, no part of the Website may be reproduced or stored in any other website or included in any public or public retrieval system or service without prior written permission.
- 5.4 Any rights not expressly granted are reserved.
- 5.5 "RaceSafe H2O" and its logos appearing on the Website are trademarks of Status Awareness Systems.
- 5.6 A breach in copyright may also result in legal action against you or may result in a takedown notice being issued to you.

6 Disclaimer

- 6.1 While we aim to publish accurate and timely information (content) on www.racesafeh2o.com.au we make no representations, guarantees or warranties of any kind, express or implied, that the content is accurate and it should not be solely relied upon when selecting or specifying a product.
- 6.2 Status Awareness Systems may make changes to the material on the Website, or to services or products, prices and terms of service or terms and conditions described in it, any time without notice.
- 6.3 The material on the Website may be out of date or futuristic, and Status Awareness Systems makes no commitment to update such material.
- 6.4 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly to the maximum amount permitted by law, Status Awareness Systems provides you with access to the Website on the basis that Status Awareness Systems excludes all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website.
- 6.5 Status Awareness Systems makes no warranty that the site is compatible with your computer hardware or software or telecommunication links, or free from viruses.

7 Liability

- 7.1 Status Awareness Systems, or any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of Status Awareness Systems associated and group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct,

indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, loss of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, liability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

- 7.2 Nothing in this legal notice shall exclude or limit Status Awareness Systems liability for any liability which cannot be excluded or limited under applicable law.
- 7.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you shall bear all associated costs thereof.

8 Links to external websites

8.1 This Website may have links to other websites and content, which Status Awareness Systems is not in control of. If you use these links, you are leaving the Website. Status Awareness Systems has not reviewed any of these third party websites and does not control and is not responsible for those websites or their content and availability. Status Awareness Systems therefore does not endorse or make any representations regarding any third party websites, or any of its content, or results that may be obtained from the use of those websites. If you access any of the third party websites linked to the Website, you do entirely at your own risk.

- a) You do not remove, distort or otherwise alter the size or appearance of Status Awareness Systems logo;
- b) You do not create a frame or any other browser or border environment around the Website;
- c) You do not in any way imply that Status Awareness Systems is endorsing any products or services other than its own;
- d) You do not misrepresent your relationship with Status Awareness Systems nor present any false information about Status Awareness Systems;
- e) You do not otherwise use any Status Awareness Systems trademarks displayed on the Website without express written permission from Status Awareness Systems;
- f) You do not link from a website that is not owned by you; and
- g) Your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with applicable laws and regulations.

8.2 You may link to the Website, but only if you do not replicate, the home page of the Website, and such linkage is always subjected to the following conditions:

- 8.3 Status Awareness Systems reserves the right to revoke the right granted in clause 8.2 for breach of these terms and to take any action it deems appropriate.
- 8.4 You shall fully indemnify Status Awareness Systems for any loss or damage suffered by Status Awareness Systems or any of its group companies for breach of clause 8.2

9 Privacy policy

9.1 If you want to request information about a specific product, place an order or register for the product update service you must submit some of your personal information. Your privacy is protected in accordance with our [Privacy policy](#).

10 Governing Law

The Parties irrevocably submit to the laws applicable in the State of Tasmania of the Commonwealth of Australia and the courts of that State will have jurisdiction.