

TERMS OF USE

Thank you for visiting the Drainfast website (collectively, the “Site”).

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THE SITE. By using the Site, you acknowledge that you have read these terms and conditions of use and you agree to be bound by them without limitation or qualification. If you do not agree to these terms and conditions of use, you do not have our consent and should exit the Site immediately. Drainfast (together with its subsidiaries and affiliates, “us”, “we” or “our”) reserves the right, at our discretion, to change, modify, add or remove portions of these terms at any time. Therefore, we suggest that you review these terms periodically for changes. By using our Site after we have posted changes to these terms and conditions of use, you are agreeing to be bound by these terms as amended.

Disclaimer

NOTHING CONTAINED IN THE SITE CONSTITUTES LEGAL, INVESTMENT OR TAX ADVICE. NEITHER THE INFORMATION, NOR ANY OPINION CONTAINED IN THE SITE CONSTITUTES A SOLICITATION OR OFFER BY DRAINFAST OR ANY OF ITS AFFILIATES. DECISIONS BASED ON INFORMATION CONTAINED ON THE SITE ARE THE SOLE RESPONSIBILITY OF THE VISITOR, AND AS CONSIDERATION FOR ACCESS TO THE SITE, YOU AGREE TO HOLD DRAINFAST AND ITS OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS WHATSOEVER AND OF ANY NATURE FOR DAMAGES ARISING FROM ANY DECISIONS THAT YOU MAKE BASED ON SUCH INFORMATION. THE MATERIALS IN THE SITE ARE PROVIDED “AS IS”

AND WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED). TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DRAINFAST AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT THAT THIS WEBSITE IS FREE FROM ANYTHING WHICH MAY DAMAGE ANY COMPUTER ACCESSING THIS WEBSITE OR ANY DATA ON ANY SUCH COMPUTER.

Materials on website

The legal content on this website is based on the laws applicable in the states and territories in Australia in which Drainfast practice. We reserve the right to update and amend the content of this website from time to time. Although we take care to ensure that the content of our site is up to date, the content may not reflect the most recent legal developments or the legal outcomes that may occur in the future.

Use of this website does not create a lawyer-client relationship. This website may contain links to other websites which may be controlled or produced by third parties. Drainfast do not sponsor, approve, control or endorse any such websites and does not take any responsibility for anything posted on such websites.

Restrictions on Use of Materials

Unless otherwise expressly noted, all information and materials, including, without limitation, images, illustrations, designs, icons, photographs, video clips, and written and other materials, that are part of the Site are copyrights, trademarks, trade names and/or other intellectual property owned, controlled or licensed by Drainfast and/or its affiliates. No material from the Site may be copied, reproduced, republished, uploaded, posted,

transmitted or distributed in any way; provided, however, that you may download, where specifically permitted, one copy of the materials on any single computer for your personal, non-commercial use only, provided you keep intact and properly display all copyright and other proprietary notices. You may not distribute, modify, transmit, reuse, repost, or use the content of the Site, including, without limitation, any text, images, audio and video, for public or commercial purposes without Drainfast written permission. Modification or use of the information or materials for any other purpose will violate the copyright and/or intellectual property rights of Drainfast and/or its affiliates. Neither Drainfast nor any of its affiliates will treat users of this Site as its clients by virtue of their accessing this Site.

Governing Law and Consent to Jurisdiction

THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF VICTORIA, AUSTRALIA. YOU AGREE THAT ANY DISPUTE OR ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE SHALL BE COMMENCED ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN VICTORIA, AUSTRALIA AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF ANY SUCH DISPUTE OR ACTION.

DRAINFAST DOES NOT REPRESENT THAT WE ARE PERMITTED TO PROVIDE LEGAL ADVICE IN EACH JURISDICTION FROM WHICH THIS WEBSITE IS VIEWED.

Other

If any provision of these terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the

validity and enforceability of any remaining provisions. The preceding terms and conditions represent the entire agreement between Drainfast, on the one hand, and you, on the other, relating to the subject matter hereof.

**LIABILITY LIMITED BY A SCHEME APPROVED UNDER
THE PROFESSIONAL STANDARDS LEGISLATION.**