

Terms of Service

Acceptance of Terms

CaseWare Australia & New Zealand (hereinafter referred to as “the Company”) welcomes you to use our suite of websites and online tools and resources, together referred to as the “Service.” The Company provides its online Service to you subject to the following Terms of Service (“TOS”), which may be updated from time to time without notice to you. You can review the most current version of the TOS at any time at caseware.com.au/terms/. In addition, you shall be subject to any posted guidelines or rules applicable to such Service, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. By using the Service in any way, you are agreeing to fully comply with the TOS, and should you object to any term or condition for the use of the Service or contained in the TOS, your only recourse is to discontinue using the Service.

User Content

Through the Service, you may have opportunities to post your own Content. Content includes, but is not limited to, postings, stories, messages, emails, texts, images, photos, video, or other material (“Content”). The Company may require you to register to utilise some or all of the Company’s Services. You agree to provide accurate, complete and current information about yourself in all required fields. The Company reserves the right to terminate your registration and to refuse or remove any of your Content, if it believes that the information provided by you is false, inaccurate or incomplete.

Content posted by users does not represent the opinion of the Company, its principal or representatives. All Content is the sole responsibility of the person from whom the Content originated, and you agree that users bear all legal liability resulting from the posting of Content. The Company makes no representations as to the accuracy or validity of user-generated Content and is not liable in any way for the use of or reliance upon such Content. Whenever possible, such information is marked with the name of the source. The Company reserves the right to pre-screen, move, refuse, or remove any of your Content, or to bar access to the Service, at any time for any reason and without prior notice.

You agree that the Company may establish separate Guidelines and/or limits for the use of the Service. These may include additional Guidelines pertaining to the etiquette of use, as need be, as well as limits on the amount of Content and the frequency of postings.

Proprietary Information

The Company's site may contain proprietary information and all information contained in the Company's Service is protected by all applicable copyright, trademark and intellectual property laws to the maximum extent permitted. You acknowledge that all code and specifications are subject to the respective express or implied licenses. As a user, when you provide any Content, you automatically grant to the Company a worldwide, irrevocable, perpetual, non-exclusive, and fully sublicensable license to use, copy, perform, display, and distribute the Content that you have provided. You agree not to reproduce, duplicate, copy, sell, exploit, or otherwise use any Content, in full or part, or any use or access to the Service, without the express written consent of the Company.

The Company reserves the right to use your Content in promotional, advertising, fundraising or other material that furthers the Company's purpose, without compensation. The Company has also implemented a privacy policy, which you may refer to, in order to learn how the Company uses information that you provide.

User Conduct

You agree that all postings and communications you make through the Service are your sole responsibility. This means that you, and not the Company, are entirely responsible for all Content you post. You agree to not use the Service (and you agree not to allow others to use the Service) to:

- Upload, post, email, transmit or otherwise make available any Content or otherwise use the Service in a manner that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, or libellous;
- upload, post, email, transmit or otherwise make available any Content or otherwise use the Service in a manner that is hateful or discriminatory against any individual or group on the basis of race, religion, gender, age, sexual orientation, ethnicity, or disability, or promotes physical harm or injury against any individual or group;
- upload, post, email, transmit or otherwise make available any Content or otherwise use the Service in a manner that is harmful to minors in any way;
- impersonate any person or entity, or falsely states or otherwise misrepresents your identity or affiliation with another person or entity;
- stalk or harass another person or entity;
- employ misleading email addresses, forged headers, or other manipulated identifiers;
- upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships
- upload, post, email, transmit or otherwise make available any Content or otherwise use the Service in a manner that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any Content or otherwise use the Service in a manner that is invasive to another's privacy or

includes personal or identifying information about another person, without that person's explicit consent;

- upload, post, email, transmit or otherwise make available any Content or otherwise use the Service in a manner that violates, intentionally or unintentionally, the rules of the Federal Election Commission or any other applicable federal, state, or local laws, or to promote or provide instructional materials about illegal activities;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation;
- upload, post, email, transmit or otherwise make available any Content that contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- upload, post, email, transmit or otherwise make available any Content or use the Service to interfere with or disrupt the Service, or servers or networks connected to the Service;
- upload, post, email, transmit or otherwise make available any Content or use the Service to collect or store personal data about other users for commercial purposes or engage in commercial activities, without the Company's prior approval.

Any use of the Service that is in violation of the above will be subject to immediate removal and user/account suspension or termination, at the sole discretion of the Company.

Modifications to Service

The Company reserves the right at any time and from time to time to modify, limit or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that The Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Linking

The Company may, from time-to-time, link to other websites which are operated independently from the Company. You agree that your linking to any such website is at your own risk, and the Company bears no responsibility for your linking or for the content or information contained in any such website, including the accuracy thereof.

Disclaimer of Warranties

YOU AGREE AND ACKNOWLEDGE THAT THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT THE

SERVICE WILL MEET YOUR REQUIREMENTS, THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE AND ACKNOWLEDGE THAT DOWNLOADING OR OTHERWISE OBTAINING MATERIAL THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK. THE COMPANY IS IN NO WAY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU AGREE AND ACKNOWLEDGE THAT NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Limitation of Liability

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: THE USE OR THE INABILITY TO USE THE SERVICE; THE COST OF PROCUREMENT OF A SUBSTITUTE SERVICE AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR ANY OTHER MATTER RELATING TO THE SERVICE.

Indemnification

You agree to indemnify and hold the Company, its principals, officers, directors, employees, agents, successors, and assigns harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of Content that you submit, post or make available through the Company's Service, of your use of the Company's Service, your violation of the TOS, your breach of any of the representations and warranties herein, or your violation of the rights of another.

Governing Law

You agree and acknowledge that the laws of the State of Victoria shall govern the Terms and the relationship between you and the Company without regard to its conflict of law provisions. You agree and acknowledge to submit to the personal and exclusive jurisdiction of the courts located within the State of Victoria. You agree and acknowledge that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms must be filed within one (1) year after such claim or cause of action arose or forever be barred.

Miscellaneous

The Terms constitutes the entire agreement between you and the Company and governs your use of the Service, superseding any prior agreements between you and the Company. The Company's failure of to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.