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SP Mobile does not promise that the Site and Content is error-free. SP Mobile does not promise that the functional aspects of the Site and Content will be error free or that this Site, Content or the server that makes it available are free of viruses or other harmful components. We always recommend that all users of the Internet ensure they have up to date virus checking software installed.

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Certain legislation, including Competition and Consumer Act 2010 (Cth), may imply warranties or conditions or impose obligations upon us which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which we are able to do so, our liability under those provisions will be limited, at our option, in the case of services to (a) the supplying of the services again or (b) the payment of the cost of having the services supplied again and, in the case of goods to (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired.

LIMITATION OF LIABILITY

You agree that, to the fullest extent permitted by applicable law, we will not be responsible or liable (whether in contract, tort (including negligence) or otherwise), under any circumstances, for any

- (a) interruption of business;
- (b) access delays or access interruptions to the Site;
- (c) data non-delivery, misdelivery, corruption, destruction or other modification;
- (d) computer viruses, system failures or malfunctions which may occur in connection with your use of the Site, including during hyperlink to or from third party websites;
- (e) any inaccuracies or omissions in Content or Google Review Reply Comments (or other online platform when we reply customers reviews) by us, or
- (g) events beyond our reasonable control.

Further, to the fullest extent permitted by law, we will not be liable for any indirect, special, punitive, incidental, or consequential damages of any kind or loss of profits, loss of revenue loss of data, loss of goodwill, arising out of or related to the Site or your use (or non-use) thereof, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even



if we have been advised of the possibility of such damages and in no event shall our maximum aggregate liability exceed two hundred dollars (\$200.00).

INDEMNITY

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) suffered or incurred by us, arising from, or which is directly or indirectly, relate to:

1. your breach or non-observance of any term of these Terms and Conditions;
2. any breach or inaccuracy in any of your representations or warranties; or
3. your use of the Site.

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USE OF INFORMATION

If you upload or otherwise provide any information or content ("User Content") in the course of accessing or using the Site, you agree that such User Content will be available to us to use in any manner we think fit, subject to applicable provisions of any legislation including (without limitation) privacy legislation.

You agree that you will not upload or otherwise provide any User Content which:

1. is defamatory, fraudulent, unlawful, threatening, intimidating, harassing, inappropriate, harmful, hateful, abusive, tortious, obscene, invasive of another's privacy, sexist, racist, violent, degrading;
2. infringes the intellectual or other proprietary interests of third parties;
3. contains spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Site or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Site or otherwise breaches or encourages other users to breach these Terms and Conditions;
4. violates any law, statute or regulation;



5. forges information to disguise the origin of any User Content; or
6. encourages or incites any other person to engage in any of the above behaviour.

You grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise and use the User Content (and all intellectual property rights contained therein), in all media now known or not currently known. You also waive any moral rights or similar rights you may have or may acquire in the future in that User Content in our favour.

THIRD PARTY SITES

We may include hyperlinks on this Site to other websites or resources operated by parties other than SP Mobile for convenience only. SP Mobile is not responsible for the content or accuracy of any off-site pages linked to or from the Site, nor are we responsible for the availability of such external websites or resources, and we do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any offerings, advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources. You should make your own reasonable enquires regarding the content of these sites.

BREACH AND TERMINATION

If, in our reasonable opinion, you breach any provision of these Terms and Conditions we may immediately issue a warning, temporarily suspend or permanently prevent your access to all or parts of the Site. In any event, we may terminate these Terms and Conditions (and your right to use the Site) at any time and for any reason without prior notice to you.

RELATIONSHIP

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by these Terms and Conditions.

FORCE MAJEURE

We shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of our reasonable control, including but not limited to, acts of God, governmental actions, strikes, lockouts or other labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network.