

# TERMS OF USE



AMITAYUS INVESTMENTS

These terms and conditions ("Terms and Conditions") constitute a binding legal agreement between you and Amitayus Investments Pty Ltd ACN 648 864 395 ("Amitayus"), governing your access to and use of the website and its Content (as defined below) located at [www.amitayusinvestments.com](http://www.amitayusinvestments.com) (the "Site").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, BROWSING, REVIEWING AND/OR USING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION AND THAT YOU SHALL COMPLY WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT USE THE SITE.

The Site may contain additional proprietary notices and copyright information, the terms and conditions of which must be observed and followed. Information on the Site may contain technical inaccuracies or typographical errors. Amitayus may, in its sole discretion, revise, amend, modify or delete portions of these Terms and Conditions at any time without notice to you. It is at all times your responsibility to read the most current version of these Terms and Conditions. Your continued use of the Site constitutes your acceptance of any revisions, amendments, modifications or deletions to these Terms and Conditions.

## ACCESSING AND USING THE SITE; RESTRICTIONS ON USE

Subject to your ongoing compliance with these Terms and Conditions, Amitayus hereby grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, freely revocable license to access and use the Site solely for your personal, non-commercial and lawful purposes provided that you maintain all copyright, trademark and other intellectual property notices therein.

Further, Amitayus does not grant you permission, by implication, estoppel or otherwise, to state or suggest that Amitayus promotes or endorses any third party's political views, ideas, causes, products or services. All other rights are hereby expressly reserved.

Your use of the Site, including all features and functionalities associated therewith, shall be in accordance with all applicable laws, rules and

regulations, or other restrictions on use of the service or Content.

You shall comply with these Terms and Conditions and shall not: (i) archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works of, offer for sale, or use, any Content or information contained in or obtained from or through the Site; (ii) delete the copyright or other proprietary rights notices from the Site or any Content; (iii) circumvent, remove, alter, deactivate, degrade or thwart any of the content or other protections enabled on the Site; (iv) use any robot, spider, scraper or other automated means to access the Site; (v) decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site; (vi) insert any code or product or manipulate the Site in any way; (vii) use any data mining, data gathering or extraction method; (viii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Site, including any software viruses or any other computer code, files or programs; (ix) remove, modify, disable, block, impair, or obscure any advertising in connection with the Site; or (x) use or encourage the use of the Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

Amitayus shall have the right to alter, suspend or discontinue the Site or your access to or use of the Site at any time for any reason without notice or liability to you or any third party. The Site may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems, software, data or operations for which Amitayus shall not take on any liability.

## HYPERLINKING

Amitayus makes no representations whatsoever about any other web site which you may access through this one. When you access a non-Amitayus web site, please understand that it is independent from Amitayus, and that Amitayus has no control over the content on that web site, even if Amitayus provides information or services to the owner of that web site. In addition, a link to a non-Amitayus web site does not mean that Amitayus endorses or accepts any responsibility for the content or the use of such web site.

# TERMS OF USE



AMITAYUS INVESTMENTS

In fact, Amitayus disclaims any and all liability and responsibility for such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

## COPYRIGHTS AND USE OF SITE CONTENT

The copyright in all materials, features and functionality on the Site, including text, graphics, videos, audio recordings, software, algorithms, artwork, interfaces, photographs, logos, icons, and images and the selection and arrangement thereof along with any enhancements to or derivative works thereto (collectively, "Content"), is the exclusive property of Amitayus or its licensors and is protected by Australian and international laws.

None of the Content shall be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of Amitayus or the copyright owner in each instance. You shall not "mirror" or "frame" any Content or the Site itself, in whole or in part, without Amitayus' express written permission.

Any unauthorized use of the Content may violate copyright laws, trademark laws, the laws of privacy and publicity and/or communications regulations and statutes. All rights not expressly granted are hereby reserved. You shall be solely responsible for ensuring that any information or Content obtained from the Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, data or operations.

## TRADEMARKS

The trademarks, service marks, logos and trade names (the "Trademarks") used and displayed on the Site, including, but not limited to, AMITAYUS®, are registered and unregistered Trademarks of Amitayus. Other trademarks, service marks, logos and trade names may be owned by others. Nothing on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or any other Amitayus intellectual property displayed on the Site.

Amitayus aggressively enforces its intellectual property rights to the fullest extent of the law. The trademark and trade name AMITAYUS® and any other Trademarks shall not be used in any way, including in advertising or publicity pertaining to distribution of Content on the Site, without prior written permission from Amitayus and you shall not refer to or attribute any information to Amitayus or its licensors in any public medium for promotional or advertising purposes, or otherwise, or for the purpose of influencing a third party. Amitayus also prohibits use of AMITAYUS® and any other Trademarks as part of a link to or from any site unless establishment of such a link is approved in advance by Amitayus in writing.

## USER POSTINGS

You acknowledge and agree that Amitayus owns and has the unrestricted right to use, publish, in electronic form and otherwise, distribute and exploit any and all information that you post, submit, share or otherwise publish on the Site ("Submissions"). You hereby waive any and all claims against Amitayus for any alleged or actual infringements of any rights of privacy or publicity, moral rights, rights of attribution or any other intellectual property rights in connection with Amitayus' use and publication of such Submissions.

This means that anything posted, submitted, shared or otherwise published by you to the Site shall be owned by Amitayus and may be used by Amitayus for any purpose, now or in the future, without any payment to, or further authorization by, you. In the event Amitayus' ownership of such Submissions is successfully contested, you automatically grant Amitayus a perpetual, royalty-free, non-exclusive, sublicensable, transferable, unrestricted, worldwide and irrevocable right and license to use, reproduce, modify, publish, translate, prepare derivative works based upon, distribute, perform or display such Submissions, in whole or in part, in any form, media or technology known or hereafter developed for any purpose, including, but not limited to, advertising and promotional purposes. In addition, you hereby waive all claims against Amitayus for any actual or alleged violation of any privacy or publicity rights, moral rights or rights of attribution or infringement of intellectual property rights in any way arising from or relating to the Submissions.

Amitayus does not represent or endorse the accuracy or reliability of any Submissions displayed, uploaded, posted on any message board, or otherwise distributed through

# TERMS OF USE



AMITAYUS INVESTMENTS

the Site by any user of the Site, information provider or any other third party. Amitayus expressly disclaims any and all liability related to Submissions, and you acknowledge and agree that any reliance upon such Submissions shall be at your sole option, liability and risk. You covenant that you shall not post, submit, share or otherwise publish on the Site any materials that: (i) are threatening, libelous, defamatory, or obscene; (ii) would constitute, or that encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate law; (iii) infringe the intellectual property, privacy, or other rights of any third parties; (iv) contain a computer virus or other destructive element; (v) contain advertising; or (vi) constitute or contain false or misleading statements. Amitayus in its sole discretion reserves the right to refuse to post and the right to remove any information or Submission from the Site, in whole or in part, for any reason.

## NO SERVICES, ENDORSEMENT OR PROFESSIONAL CONSULTATION

There may be delays, omissions or inaccuracies in information obtained through your use of the Site. The information on the Site is provided to you with the understanding that Amitayus' provision of this information to you does not constitute the rendering of investment, consulting, legal, accounting, tax, career or other advice or services.

Information on the Site should not be relied upon for making business, investment or other decisions or used as a substitute for consultation with professional advisors. Moreover, Amitayus does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, downloaded or distributed through the Site by Amitayus, any user, information provider or any other person or entity.

You acknowledge and agree that any reliance upon such opinion, advice, statement, memorandum, or information shall be at your sole option, liability and risk. Moreover, Amitayus does not grant any license or other authorization to you to use the Site in any manner if such use in whole or in part suggests that Amitayus promotes or endorses a third party's causes, ideas, political campaigns, political views, websites, products or services.

## DISCLAIMER OF WARRANTIES

THE SITE, INCLUDING ALL CONTENT THEREIN, IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AMITAYUS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SPECIFICALLY, BUT WITHOUT LIMITATION, AMITAYUS DOES NOT REPRESENT OR WARRANT THAT: (1) THE INFORMATION ON THE SITE IS CORRECT, ACCURATE OR RELIABLE; (2) THE FUNCTIONS CONTAINED ON THE SITE SHALL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS SHALL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL AMITAYUS OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT DIRECTLY OR INDIRECTLY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE INFORMATION, CONTENT, SOFTWARE, PRODUCTS AND SERVICES ADVERTISED OR CONTAINED ON THE SITE OR OTHERWISE OBTAINED FROM OR ARISING OUT OF YOUR USE OF THE SITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF AMITAYUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR

# TERMS OF USE



AMITAYUS INVESTMENTS

TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD.

IN NO EVENT SHALL AMITAYUS'S OR ANY OF ITS PREDECESSORS', SUCCESSORS', PARENTS', SUBSIDIARIES', AFFILIATES', OFFICERS', DIRECTORS', SHAREHOLDERS', INVESTORS', EMPLOYEES', AGENTS', REPRESENTATIVES' AND ATTORNEYS' AND THEIR RESPECTIVE HEIRS', SUCCESSORS' AND ASSIGNS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED \$1. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN WHICH CASE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS.

## INDEMNIFICATION

You hereby indemnify, defend, and hold harmless Amitayus and all of its predecessors, successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "Indemnified Parties") from and against any and all liability and costs, including, without limitation, reasonable attorneys' fees, incurred by any or all the Indemnified Parties in connection with any claim arising out of or relating to: (i) your access to or use of the Site, or (ii) any breach by you of these Terms and Conditions or the representations, warranties, and covenants you have made by agreeing to these Terms and Conditions.

You shall cooperate as fully as reasonably required in the defence of any such claim. Amitayus reserves the right, at its own expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

## ENFORCEMENT OF TERMS AND CONDITIONS

These Terms and Conditions are governed and interpreted pursuant to the laws of the Commonwealth Australia, notwithstanding any principles of conflicts of law. You expressly agree that exclusive jurisdiction resides in the courts of the State of Victoria, Australia. You further agree and expressly consent to the exercise of personal jurisdiction in the State of Victoria, Australia in connection with any dispute or claim involving Amitayus.

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## INFRINGEMENT NOTICES AND TAKEDOWN

Amitayus prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity. If you believe that any material contained on the Site infringes your copyright or other intellectual property rights, you should notify Amitayus of your copyright infringement claim in accordance with the following procedure. Amitayus shall process notices of alleged infringement which it receives and shall take appropriate action as required by the Digital Millennium Copyright Act ("DMCA"). The DMCA requires that notifications of claimed copyright infringement should be sent to the Site's Designated Agent who is:

Vectigal Legal  
Level 1, 134 Martin Street  
Brighton VIC 3186  
Australia

To be effective, the notification must be in writing and contain the following information:

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner

# TERMS OF USE



AMITAYUS INVESTMENTS

complained of is not authorized by the copyright owner, its agent, or the law; and

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between you and Amitayus with respect to

the subject matter of these Terms and Conditions and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding that subject matter.

Any waiver of any provision of these Terms and Conditions shall be effective only if in writing and signed by Amitayus. Any failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of a future breach of that or any other provision of these Terms and Conditions.