Matchfit Website Terms of Use

This website (**Website**) is owned and operated by Matchfit Platforms Pty Ltd ACN 625 200 599 (**Matchfit, we, us, our**).

By using the Website you agree to the following terms (**Terms of Use**) which, together with our <u>Privacy Policy</u> (and our <u>User Terms</u>, if you have a registered account with us), governs your access to and use of the Website. Matchfit reserves the right to amend these Terms of Use from time to time.

1. Intellectual Property

- 1.1 All material on this Website, including the text, information, graphics, logos, design, layout, downloads, videos, pricing, products and Services (**Content**) is owned by or licensed to Matchfit. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store Content for any purpose, without our prior written consent, or as permitted by law.
- 1.2 Trade marks used on this Website to describe third parties and their products are trade marks of those third parties.

2. Third Party Content

- 2.1 The Website may provide links or references to other websites for your convenience. We do not control or endorse these websites, and are not responsible or liable for the accuracy, legality, or any other aspect of the content of such websites or for any damage or injury arising in connection with your access to such websites.
- 2.2 If you choose to contact, disclose information to or purchase services from a third party, including any service provider you contact via our Website, you are entering a separate transaction with that third party, and expressly acknowledge that we are not a party to any such transaction.

3. Your conduct

- 3.1 You must not:
 - (a) use the Website in breach of any laws or regulations;
 - (b) use the Website to harm, abuse, harass, stalk, threaten or offend others;
 - (c) interfere with or disrupt the Website;
- 3.2 Without limiting the above, you must not and must not permit a third party to:
 - use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the Content;

- (b) use, obtain, or attempt to obtain from the Website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; or
- (c) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Website.

If you believe that someone has breached any of the above conditions, please let us know.

- 3.3 We are not responsible for, and accept no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the Website by any person other than Matchfit.
- 3.4 You agree to indemnify us and each of the officers, employees, agents, contractors, suppliers and licensors (collectively **Affiliates**) of Matchfit in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Terms of Use, on the part of you or any of your Affiliates.

4. Violations

- 4.1 We take reports of abusive content and copyright infringement seriously. If you find any content on our Website that is incorrect or offensive, or suspect that the content infringes your intellectual property rights, please notify us by email at legal@matchfit.io.
- 4.2 Please report any violations of these Terms of Use by contacting us by email at: legal@matchfit.io.

5. Disclaimer

- 5.1 By accessing our Website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by this Website or by any Third Party Content or Third Party Website.
- 5.2 To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with this Website are hereby excluded. By accessing our Website, you agree to indemnify us for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with your access to this Website.

6. Privacy Policy

Our <u>**Privacy Policy</u>** is incorporated by reference into these Terms of Use. By using the Website, you agree to our Privacy Policy.</u>

7. Jurisdiction

These terms and conditions are governed by the laws of Queensland, Australia.

8. Contact

If you have any queries regarding these Terms of Use, please contact us at:

Matchfit Platforms Address: L3 155 Queen St, Brisbane City, Qld 4000 Email: legal@matchfit.io