



3DAnatomica

END USER LICENSE AGREEMENT (EULA)

The following terms and conditions (**Terms**) are a legally binding agreement between the 3D Anatomica Pty Ltd (ACN 622 884 860) (**3DA, we, us, our**) and you, in respect of any online material or products or information (**Services**) made available by 3DA to you on this Website or any online application (**Website and App**).

1. DURATION

These Terms commence on the earlier of the date of first use of the Service or the date upon which we receive payment in full of the Service Fee (if any) and continue in full force and effect unless terminated earlier in accordance with clause 16.

2. SERVICES

We grant you a license to use the Service subject to and in accordance with these Terms.

3. THIS SITE DOES NOT CONTAIN PROFESSIONAL OR MEDICAL ADVICE

3.1 The content of this Website and App is provided for information only and is not intended to be used or relied upon for diagnosis or treatment or as a substitute for consultation with any health professional, doctor, physiotherapist, psychologist or specialist. 3DA is not intended to and should not be used to issue any diagnostic or determine the suitability of any medication. Never disregard or delay in seeking medical advice because of any information contained within this Website and App.

3.2 Before relying on the information on the Website and App, you should carefully evaluate the accuracy and relevance of the information for your purposes and obtain appropriate professional medical advice. You must consult a qualified health professional if you have

any questions concerning your medical condition or injury, or any third party's medical condition or injury.

- 3.3 You hereby acknowledge that nothing contained in the Website or App shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and us. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in the Site.
- 3.4 You understand and agrees that 3DA makes no warranties or representations whatsoever regarding the functionality, performance, application, accuracy, truthfulness, usefulness or otherwise of the Website or App, and you release 3DA from any Claims involving a contrary assertion or implication.

4. ACCESS AND USE

4.1 Your access to and use of the Website and App is conditional on your acceptance of these Terms and payment of the Service Fee (if any). If you do not accept these Terms or pay the Service Fee when due, then you must not access or use or must immediately cease all access or use of the Website and App.

4.2 You agree that:

- (a) any and all access and use of any Service by you shall be in accordance with:
- (i) these Terms; and
 - (ii) any notices displayed on the Website and App from time to time.
- (b) We may revise, replace or amend these Terms from time to time, at our sole discretion. Where we make a material change to the Terms we shall use our reasonable endeavours to notify you of that change.
- (c) You will use your best endeavours to ensure that:
- (i) Only you are able to access and use the Service by means of any computer system, network or Internet portal that is owned, operated or controlled by you or on your behalf;
 - (ii) any and all access and use of the Service by you is in accordance with these Terms;
 - (iii) any unauthorised access or use of the Service is immediately notified to us;
 - (iv) all reasonably necessary or desirable security measures, procedures or systems are implemented and maintained by you to enable you to comply with your obligations under these Terms;
 - (v) You shall not knowingly allow any person to access or use the Service using your personal details or login;

-
- (vi) You shall provide 3DA or 3DA's representative with any assistance reasonably necessary or desirable to enable us to locate and stop any person accessing or using the Service, by means of any computer system, network or Internet portal that is owned, operated or controlled by or on your behalf, in a manner that is in breach of or is inconsistent with these Terms;
 - (vii) You shall not enter into any agreement that allows any person to access or use the Service in breach of these Terms or in a manner that is inconsistent with these Terms; and
 - (viii) You shall not assign or sub-license any licence granted under these Terms;

4.3 You acknowledge that:

- (a) You must not use the Website and App, or post any material on the Website and App, in any way that causes or is likely to cause access to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us;
- (b) you are legally responsible for all User Content you submit;
- (c) under no circumstances will you post any material, or engage in any behaviour, that is, or could reasonably be taken to be, predatory or intimidating, or in any way designed to solicit identifying information from anyone under the age of 18 years;
- (d) we may notify and/or cooperate with any authorities and law enforcement agencies in relation to any of your activities in connection with the Website and App, including providing any and all information about you held by us (whether of a personal nature or otherwise), to those entities;
- (e) you will not:
 - (i) post or transmit any illegal, threatening, discriminatory, harassing, abusive, offensive, defamatory, racially or sexually vilifying, obscene, pornographic or indecent material of any kind (including Restricted or Prohibited Content in accordance with the National Classification Code), or any material in contempt of any court or parliament, or encourage any other person to do so;
 - (ii) bypass (or attempt to bypass) any security mechanisms imposed by the Website and App;
 - (iii) harvest or collect email addresses, photographs or personal information of other users;
 - (iv) impersonate any person or entity;

-
- (v) post or transmit false or misleading material or make any form of misleading or deceptive representation;
 - (vi) post or transmit any material for fraudulent purposes in connection with any criminal offence or any other unlawful activity
 - (vii) knowingly post or transmit or permit the posting or transmission of any material, which contains a computer virus or other harmful data, code or material;
 - (viii) exploit the Website and App for your own commercial or unlawful purposes or the commercial or unlawful purposes of any other person (including the posting of advertisements, solicitors, promotional materials, "spam" or any other materials that are contrary to our commercial or lawful interests);
 - (ix) provide access or links to any material (including links to peer to peer network "trackers") which may infringe the intellectual property rights of another person; or
 - (x) delete or alter or attempt to delete or alter attributions, legal notices, trademarks or copyright marks on any material contained in the Website and App; and
 - (xi) at our request you agree to do all things necessary and desirable, either to give effect to these terms or to help us comply with all regulatory directions and obligations.

4.4 You agree that you shall not make any commercial use of any or all of the Works accessed on the Website and App. In this clause 4.4, commercial use means use that is for monetary reward and includes, without limitation, use for sale, resale, loan, transfer, hire or any other form of commercial use.

4.5 You will not use the Website or the App or any content from 3DA in any way whatsoever that could be characterised as commercial sabotage, espionage, unfair competition or malicious or wilful damage. For the avoidance of doubt, under any circumstances whatsoever, use the Website or the App or conduct themselves on the Website or the App in any way mentioned in the following non-exhaustive list:

- (a) copying, modifying, reproducing, selling, posting or transmitting any part or aspect of the Website or App;
- (b) uploading any content to the Website or App, any other 3DA software or product or any 3DA website that contains any trojan, spyware, malware, robot, spider, script or any other like software, device, product or process with similar or like effect or capacity;
- (c) attempt to or actually gain access to any aspect of the Website or App, any other 3DA product or any 3DA website that is secure or otherwise not accessible from the standard Website or App user interface and equivalent in such other software or website, as the case may be;

-
- (d) attempt to or actually identify the source or underlying code, reverse engineer, search or harvest information from, any aspect of the Website or App, any other 3DA product or any 3DA website; or
 - (e) otherwise do anything likely to harm the commercial interest of 3DA or the experience of other users of the Website or App.

4.6 If, for any reason whatsoever, payment of the Service Fee (if any) is not received in full and in cleared funds by us before you access or use the Service; we shall be entitled to terminate, suspend, revoke or cancel the licence granted under clause 16.

5. **LOGIN**

5.1 In the event that you wish to access various areas or sections of a Website and App, 3DA may issue to you a unique username and password, or other method of access at the sole discretion of 3DA (the Login).

5.2 You agree that:

- (a) the Login is required to access the Service and other sections of the Website and App;
- (b) you shall not access the Service without having:
 - (i) first been issued the Login; and
 - (ii) paid, arranged to pay or having had paid on your behalf, the correct Service Fees and charges that we specify for your access to the Service;
- (c) the Login is non-transferable;
- (d) you shall not disclose the Login to any other person;
- (e) you shall keep the details of the Login safe and confidential;
- (f) you accept all liability for any activities whatsoever conducted using the Login that is issued to you under clause 5.1; and
- (g) you shall not use a Login that has been issued by us to some other person.

5.3 You agree that 3DA may, from time to time and in 3DA's sole discretion:

- (a) revoke, vary, suspend or cancel the Login;
- (b) carry out maintenance or other work on the Website and App, that may limit or deny access to you; or
- (c) limit or deny access to the Website and App or part of the Website and App, for any reason.

6. **USER-GENERATED CONTENT**

-
- 6.1 This Website and App may allow you to post information, photos, content, user submissions and/or upload materials to the Website and App (including features such as live chat and forums), whether through external Website and Apps or otherwise (User Content) and may also allow you to see User Content submitted by other persons.
- 6.2 User submissions must not include or post or permit to be posted any positive or negative testimonials, recommendations or criticisms that relate to any health or medical practitioner or any medical or health facility.
- 6.3 The Website and App may include functionalities that allow you to control whether or not the public or other users of the Website and App are able to view your User Content (Access Controls). We will use our best endeavours to ensure that the Website and App properly implements the Access Controls that you select, but we do not warrant or guarantee that the implementation is error free. If you discover any improper implementation of your selected Access Controls, please inform us immediately so that we can investigate and, where appropriate, correct the error. To the extent permitted by law, we are not liable to you for any loss or damage arising as a result of or in connection with any incorrect implementation of the Access Controls that you select (including any resulting disclosure of your User Content that you did not intend to disclose).
- 6.4 Because we are not able to guarantee that the implementation of the Access Controls is error free, you should take particular care before deciding whether to upload any User Content. In particular, you should be aware that, if your User Content is downloaded by any other person (including other users of the Website and App) (whether authorised or not), then neither 3DA nor you may be able to control the further disclosure and publication of that User Content.
- 6.5 By posting, submitting, updating, modifying, transmitting or otherwise making available any User Content on this Website and App:
- (a) you warrant that you independently created or otherwise have all the necessary rights and permissions needed to submit User Content to the Website and App;
 - (b) you grant to us a royalty-free, non-exclusive irrevocable, perpetual and world-wide licence of the intellectual property rights in the User Content to use, modify, copy, sub-licence, distribute, reproduce, adapt, transmit, publish and/or broadcast, publicly perform, communicate and display in any manner and by any means which we may determine (subject to us using reasonable endeavours to implement the Access Controls that you have selected);
 - (c) you must ensure, and warrant, that your User Content, and the licence that you grant to us under clause 6.5(b) do not infringe the rights (including intellectual property rights, privacy and reputation) of any other person, and you agree to indemnify us against any third party claims arising from your use of the Website and App in breach of this clause 6.5(c); and
- 6.6 To the full extent permitted by law (and subject to us using reasonable endeavours to implement the Access Controls that you have selected), you consent to us (and all persons authorised by us) doing anything in relation to your User Content which would otherwise constitute an infringement of your moral rights that you may have in the User

Content. To the extent that a waiver, rather than a consent, is required in any jurisdiction, then you waive any moral rights you may have.

- 6.7 We have the right, but not the obligation, to monitor and review User Content from time to time and we may, at our sole discretion and without prior notice to you, remove or edit any of your User Content for any reason (or for no reason at all).
- 6.8 Notwithstanding our right to monitor, review and edit any User Content, we are not obliged to do so. We accept no responsibility or liability for any User Content. In particular, you acknowledge and agree that we do not authorise, condone or endorse any User Content of any other user, and are not responsible for the accuracy, legality or decency of such content. You are solely responsible for verifying the veracity of any claims or statements made in any User Content.
- 6.9 You acknowledge that, subject to us using reasonable endeavours to implement the Access Controls that you have selected, your User Content will be displayed on the Website and App, and other users may use, view and download your User Content. We are not responsible for how other users will use your User Content. You should take care before posting anything sensitive or personal about yourself to any part of the Website and App that is accessible to the public or other users of the Website and App.
- 6.10 You acknowledge that you must not use the Website or App, or post any material on the Website or App, that is a medical or related testimonial, or otherwise is a post that could breach any regulatory requirements that a medical practitioner is compelled to comply with including but not limited to advertising of medical services or products and compliance with the rules or regulations of the Therapeutic Goods Administration.
- 6.11 Some User Content may refer to events or activities that are organised by other users of the Website and App. We are not responsible for organising these events and activities, and do not authorise or endorse them. You are solely responsible for determining whether to participate in these events and activities, at your own risk.
- 6.12 If you believe that your rights have been infringed by any other User Content, or wish to report any User Content that does not comply with these terms, please contact our administrator at admin@3danatomica.com

7. THIRD PARTY LINKS AND ADVERTISEMENTS DISCLAIMER

- 7.1 The Website and App may, from time to time, contain links to third party web sites. These links are provided solely as a convenience to you and not as a guarantee, warranty, or recommendation by us of the services, information, content and/or data on such third party web sites or as an indication of any affiliation, sponsorship or endorsement of such third party web sites. We are not responsible for the content of linked third party web sites and do not make any representations or warranties regarding the privacy practices of, or the content or accuracy of materials on, such third party websites. If you decide to access linked third-party web sites, you do so at your own risk. Your use of third-party websites is subject to the terms of use for such sites.

7.2 The inclusion of third party advertisements does not constitute an endorsement, guarantee, warranty, or recommendation, and we make no representation nor warrant any product or service contained therein

8. OWNERSHIP AND INTELLECTUAL PROPERTY

8.1 You acknowledge and agree that any and all Intellectual Property Rights, title and interest arising in or in relation to the Works remains with or vests in 3DA or third parties.

8.2 If 3DA, or any person, makes available or introduces to you to their intellectual property then all Intellectual Property Rights relating to or associated with that intellectual property will remain the sole property of 3DA, or that other person who is the owner or licensee of that intellectual property.

8.3 You warrant that you will not use the Intellectual Property of 3DA for any purpose other than the direct use of the Website or the Application in accordance with the provisions of this Agreement, and that you will not use the Website or the Application in any way whatsoever that infringes upon the Intellectual Property Law or the rights of others.

8.4 You agree to take all actions and do all things reasonably necessary or desirable to protect our Intellectual Property Rights, title and interest in the Works and the Intellectual Property Rights of any third party.

9. LICENCE TO USE AND NO PERMISSION TO USE WORKS

9.1 Unless otherwise indicated and except for any functionalities provided by external Website and Apps, copyright in this Website and App (including its content, materials, programs, text, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by us.

9.2 All names, logos and trade marks on this Website and App are the property of their respective owners. Nothing on the Website and App should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

9.3 We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Website and App and its content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Website and App may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission

9.4 In consideration of 3DA providing you with a non-exclusive licence to use the Website and the App, you agree to pay 3DA the Service Fee until this Agreement is terminated in accordance with clause 16.

9.5 The following are examples of conduct that are not authorised by these terms:

(a) sharing the content of this Website and App with other persons;

-
- (b) publishing or posting any of the content on any other Website and App, including on social media pages or Website and Apps;
 - (c) using the logo or trademarks of this Website and App,
 - (d) registering or maintaining any social media pages or Website and Apps that misrepresent or are reasonably likely to misrepresent any affiliation with, or endorsement by us and
 - (e) systematic downloading or "scraping" of content of the Website and App.

9.6 We may, from time to time, monitor your use of the Website and App to determine if you are in breach of these terms. Such monitoring may include:

- (a) the frequency and nature of any downloads; and
- (b) the time of access and IP addresses used to access the Website and App.

9.7 We may suspend, limit or terminate your access to the Website and App (at our discretion) if we reasonably suspect, based on the results of such monitoring, that you are in breach of these terms.

10. REPRODUCTION AND COMMUNICATION FOR OTHER PURPOSES

10.1 No further reproduction or distribution of the Works in whole or in part is permitted without the express written agreement of 3DA.

10.2 To seek permission to use the Works (or part of them) send an email to admin@3danatomica.com

10.3 For details of the CAL licence for educational institutions contact: Copyright Agency Limited, Level 15, 233 Castlereagh Street Sydney NSW 2000 Australia Tel: +61 2 9394 7600 Fax: +61 2 9394 7601 E-mail: info@copyright.com.au

11. PROVIDING FEEDBACK ON WEBSITE AND APP

11.1 If you are invited to post comments on the Website and App you may do so. If you think that a comment that has been posted is illegal, offensive, abusive, indecent, defamatory, obscene, menacing, discriminatory, pornographic, misleading or deceptive (as to its subject matter or the identify of its author or poster) or in breach of copyright, trademark, confidence, privacy or any other right or is otherwise injurious to third parties or which consists of or contains software viruses, political campaigning, commercial solicitation, commercial or personal advertising, financial or personal advice or recommendation, or any form of spam, please email us with a link to the comment or a copy of it and your reason for objecting to it. We will consider whether there are grounds for editing or removing the comment and take appropriate action, but will not necessarily contact or consult you about our decision. Our decision is final.

12. ACKNOWLEDGEMENT, WARRANTY AND LIABILITY

12.1 You acknowledge and agree that:

- (a) Before entering into this Agreement, you have obtained, or has had the opportunity and has elected not to obtain, separate and independent legal, accounting and financial advice as to the terms of this Agreement and as your obligations, rights and liabilities under this Agreement. 3DA relies on this warranty and representation given by you.
- (b) The Information made available at Website and App is provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind.
- (c) The Works are protected by copyright, and you do not acquire any ownership rights or intellectual property rights by downloading or copying the Works, or part thereof, from the Website and App;
- (d) Although we have taken all reasonable steps to ensure that the Works are accurate, we do not make any warranties about the Services or Works, including without limitation any warranty that the Works or Services are complete or error-free;
- (e) You will not rely on any of the Works without first making independent enquiries to verify facts; and
- (f) You agree that the Website and App may be interrupted or access may be denied for maintenance and repairs, or for any other reason and that access to any Works cannot be guaranteed.

12.2 To the fullest extent permitted by law, 3DA disclaims any and all express or implied warranties, guarantees or representations regarding:

- (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and App or the Works or on any external web sites that may be referred to on the Website and App; and
- (b) the merchantability, reliability or fitness for any particular purpose for any service or product contained or referred to on the Website and App or the Works or on any external web sites that may be referred to on the Website and App.

12.3 You acknowledge and agree that 3DA does not warrant, guarantee or make any representation that:

- (a) the Website and App, the Works or the server that makes the Website and App available are free of software viruses;
- (b) the functions contained in any software contained on the Website and App or the Works will operate uninterrupted or are error-free; or that
- (c) errors and defects in the Website and App or the Works will be corrected;

-
- 12.4 You agree and acknowledge that you are responsible for your computer or mobile security vulnerabilities, and the consequences of such vulnerabilities including any viruses, Trojan horses, worms or other malware or programming routines that could limit or harm the functionality of a computer or mobile that could damage, intercept or expropriate data.
- 12.5 You and 3DA further agree that, to the fullest extent permitted by law:
- (a) the Works any other materials whatsoever appearing on the Website and App are provided on an “as is” basis without warranty of any kind, express or implied;
 - (b) So far as permitted by law, we exclude all conditions and warranties relating to the Services, the Works or the Website and App; and
 - (c) 3DA not warrant or guarantee the accuracy, completeness, merchantability, or fitness for purpose of the Service, the Works, or the Website and App
 - (d) No party has entered this Agreement as the result of any undue influence, unconscionable conduct, duress or similar circumstances of pressure, necessity or unequal bargaining power and all parties were fully cognisant of the advantages and disadvantages of so entering at the time of making an informed choice in the affirmative.
 - (e) The parties have entered this Agreement with the intention that it will still apply with a binding effect to the fullest extent possible notwithstanding any material change in the circumstances of any party.
- 12.6 To the extent that our liability for breach of any implied warranty or conditions cannot be excluded by law our liability will be limited, at our sole discretion, to re-supply those services or the payment of the costs of having those services resupplied;
- 12.7 In no circumstances will we be liable to you for any indirect, incidental, special or consequential losses or damages including, without limitation, loss of profits, loss of goodwill, loss of data or loss of opportunity. To the fullest extent permitted by law our liability to you for goods or services supplied by us to you shall be the lesser of the amount determined under clause 12.6 or the aggregate amounts paid by you in respect of those goods or services to us.

13. FEES

- 13.1 You warrant that the Service Fee paid or to be paid by you to 3DA is the correct Service Fee that applies you.
- 13.2 All fees are non-cancellable and non-refundable except as expressly set out in these terms and conditions. You will not be able to terminate the Services prior to the end of the relevant term or program, and you will not be granted a refund. If you have chosen to pay the Service Fee in instalments, you acknowledge that your account will continue to be debited until the end of the term.
- 13.3 Our goods and services (including, but not limited to, the information services provided through this Website and App) come with guarantees that cannot be excluded under the

Australian Consumer Law. You are entitled to a replacement (or resupply in the case of services) or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced, or the services resupplied, if the goods or services fail to be of acceptable quality and the failure does not amount to a major failure.

- 13.4 In addition to any statutory entitlement to a refund, a refund may be payable if during the period in which you have paid for access to our information service through this Website and App, the information service is not available for a period lasting more than 3 days. In this circumstance, a pro rata refund may be granted upon written request by email at admin@3danatomica.com however you acknowledge that we may refuse a request where we are able to provide the information service to you through alternative means (such as email, phone, skype, etc);
- 13.5 To the extent permitted by law, you must bear any expenses that you may incur in connection with your request for such a refund.
- 13.6 Upon receipt of a refund your agreement with us is at an end and we will cancel your account. You agree that this is your sole remedy in these circumstances, other than any rights that may be available to you under the Australian Consumer Law.

14. INDEMNITY AND LIMITATION

- 14.1 You agree to release and indemnify, defend and hold 3DA, its directors, officers, employees and agents, harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any claim or legal action taken against you or 3DA related to or in any way connected with any use of the Service by you or any failure by you to perform your obligations in relation to these Terms provided that nothing in these Terms shall make you liable for breach of these Terms provided that you did not cause, knowingly assist or condone the continuation of such breach to continue after becoming aware of an actual breach having occurred. This indemnity shall survive the termination of these Terms.
- 14.2 To the extent permitted by law in no event will we (or our employees, agents and subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out of or in connection with your access to or use of the Website and App, any linked Website and App, your reliance on any information obtained through the Website and App or your use of any services on the Website and App, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.
- 14.3 You agree to indemnify and hold us harmless from any claim or demand, including solicitor's fees, made by any third party as a result of
- (a) any content posted or made available by you on the Website and App,
 - (b) any violation of law that occurs by you through the Website and App, and/or

-
- (c) anything you do using the Website and App and/or the information contained therein

14.4 Any indemnity under this Agreement will be independent of any other obligation of any party and is irrevocable and will continue despite expiration or termination of this Agreement. 3DA may enforce any indemnity without or before incurring any actual expense or suffering any actual loss or damage.

15. PRIVACY

15.1 Protecting your privacy

We are committed to protecting your privacy and the privacy of any personal information provided to us. We comply with the Australian Privacy Principles set out in the Privacy Act 1988.

15.2 Open and Transparent Policies

We are happy to answer any questions you may have in relation our privacy policy and practices. Do not hesitate to give us a call if you have any questions.

15.3 Anonymity and Pseudonymity

We accept your right to remain anonymous or to use a pseudonym, however, given the nature of what we do, we may not be able to provide you with some or all of our services if you do not disclose your personal details to us.

15.4 What personal information will we collect and why we need it?

We may need to collect personal information from you (including your name, address, financial details and health information) so that we can provide you with the products and services you are seeking from us. We may use your personal information to administer and manage those products and services. We may also use it for our internal statistical and research purposes.

15.5 How do we collect the personal information?

- (a) Information is primarily collected through this Website and App, but also directly from you in personal meetings or communications. Information may be collected in writing, by telephone and by other electronic communication channels.
- (b) When you give us personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us and the types of third parties we may provide it to, the relevant purposes we, the insurers and the third parties will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information.

-
- (c) If you provide us with personal information or make an application for insurance to us, we will consider you have accepted the terms and conditions of this Privacy Statement unless you tell us in writing otherwise. You can also withdraw your consent at any time by advising us in writing, however withdrawal of consent may result in our services not being made available to you or your claims being denied.

15.6 Who will see or have access to your personal information?

Unless we are required to provide your personal information to others by law or by court order or are requested to administer products or services your information will only be seen or used by persons working with us.

15.7 Security of Information

Our information systems and files are kept secured from unauthorised access and our staff, contracted agents and service providers have been informed of the importance we place on protecting your privacy and their role in helping us to do so. Information will be stored and disposed of in a secure environment, which may only be accessed by authorised personnel.

15.8 What if I want to check what personal information you hold about me?

We are happy to advise you what personal information we hold about you and share this information with you. This will be the case unless there is a relevant exception under the Privacy Act 1998 that applies.

15.9 Can I correct the information?

If you believe there are errors in our records about you, please let us know and we will be happy to investigate and correct any inaccuracies.

15.10 Cookies

Our Website and App may use cookies to provide a better browsing experience. If you prefer not to have cookies collected, you can disable this option in your browser settings.

15.11 Direct Marketing

Apart from notifying you of our service offerings, we do not, without your consent, sell, rent, license or otherwise disclose your information to any party for the purposes of direct marketing.

15.12 Cross Border Storage

In order for us to provide our services to you, we may share personal information with third parties and we may also store your information on servers that are not in Australia. We will ensure that any party with whom we share your personal information overseas will be required to comply with the Privacy Act 1988.

16. TERMINATION

- 16.1 We may suspend your account at any time for any or no reason and may request you provide us with information (i.e. proof of identity) before the account is re-activated.
- 16.2 We may immediately terminate these Terms if:
- (a) you fail or refuse to make, or 3DA does not receive in full and in cleared funds, any payment of the Service Fee or any part of the Service Fee; or
 - (b) you breach any term or condition of these Terms and fails to remedy such breach to our satisfaction within seven (7) days of notification from us.
- 16.3 On termination of these Terms:
- (a) you must not access or attempt to access the Service of the Website and App; and
 - (b) we may immediately deny you access to the Service of the Website and App, or any other part of the Website and App, at our sole discretion.
 - (c) we may restrict you from using the Service of the Website or App at any later date.
- 16.4 Any termination of the licence granted under these Terms shall not affect any accrued rights or liabilities of either party, nor shall it affect any provision of these Terms, which is expressly or by implication intended to continue in force after such termination.

17. AGE RESTRICTION

- 17.1 The Site is intended for persons eighteen (18) years or older. Persons under the age of eighteen (18) should not access, use and/or browse the Site.

18. GENERAL

- 18.1 These Terms and the documents referred to in the Terms, supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Service.
- 18.2 You must not assign, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without the prior written consent of 3DA.
- 18.3 In the event that 3DA incorporates transfers its intellectual property to another entity, sells 3DA or on the occurrence of a similar or like event, the rights and obligations of 3DA will automatically be assigned and subrogated to the relevant new entity, as the case may be.
- 18.4 These Terms shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

-
- 18.5 No forbearance, delay or indulgence by a party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that party, nor shall any waiver or those rights operate as a waiver of any subsequent breach.
- 18.6 Should any part of these Terms be or become invalid or unenforceable, that part shall be severed from these Terms. Such invalidity or unenforceability shall not affect the validity of the remaining provisions of the Agreement.
- 18.7 Nothing in this Agreement, and nothing in relation to the Website or App or the operation or use of the Website or App, is to be construed as constituting the parties as partners, or as creating between the parties the relationship of employer and employee, master and servant, or principal and agent, and no party has (and must not represent that it has) any power, right or authority to bind the other, unless the contrary intention is expressed in the provisions of this Agreement.

19. DEFINITIONS

19.1 In these Terms:

- (a) **Agreement** means these Terms.
 - (b) **Intellectual Property Rights** means any intellectual property and industrial property rights of throughout the world including rights in respect of or in connection with any copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs, and circuit layouts whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions and any other intellectual property rights as defined in Article 2 of the World Intellectual Property Organisation Convention of 1967;
 - (c) **Online access** means accessible by means of an Internet portal or link;
 - (d) **Service Fee** means the amount notified to you by 3DA from time to time.
 - (e) **Service** includes any service that may be offered by 3DA from time to time and for which a Service Fee is payable by the user..
 - (f) **Terms** means the terms and conditions contained in this Agreement;
 - (g) **Works** means any and all publications, content, graphs, charts, data, information, software, images, processes, programs, documents, or any other materials whatsoever contained on any Website and App owned by 3DA or provided by 3DA to any user; and
 - (h) **You or your** means the Person who uses the Website and App or program and/or the person who pays the Service Fee.
- 19.2 Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders. Headings are for ease of reference only and shall not affect the interpretation of these Terms. A reference to a clause is a reference to a clause of these Terms.