

### **TERMS OF USE**



#### Website Disclaimer

3YS Owls Pty Ltd (3YS Owls) trading as Governance Top 100 website: www.governancetop100.com.au is for informational purposes only and is not intended to provide commercial, financial, accounting, tax or legal advice. It is provided to you for your own personal use.

The content on our website is intended to provide a summary and general overview on matters of interest in corporate governance, including the Governance Top 100 event. It's not intended to be comprehensive, nor to constitute legal, accounting or tax advice. You should always obtain legal or other professional advice, appropriate to your own circumstances, before acting or relying on any of the content.

We aim to ensure the content on this website is up-to-date, there may be delays, errors or omissions that could affect its currency or accuracy. There may also be historical articles and other content on the website which, though current at the time of publishing, no longer reflect the current state of the law or industry practice.

You also acknowledge and agree that to the extent possible under the law, and subject we do not represent, warrant or guarantee that this website is free from computer viruses or any other defect or error which may affect your software or systems. You should protect your software and systems by installing and implementing your own security and system checks.

3YS Owls reserves the right, in its sole discretion, to modify, disable and discontinue temporarily or permanently, any part or all this website. We may alter or withdraw any information contained thereon without any liability or notice to you.

As a visitor to our website, you acknowledge and agree that any reliance on or use of any information available on this website shall be entirely at your own risk. In no event will 3YS Owls nor any of its third party data providers be liable for any direct, indirect, consequential or exemplary damages arising from the use or the performance of this website.

Our website, and all content and services provided or made available through this website, are made available to you on an 'as is' and 'as available' basis.

You acknowledge and agree that to the extent permitted by the law, we make no representations, warranties or guarantees in relation to the availability, suitability, continuity, reliability, accuracy, currency or security of this website.

These terms of use must also be read in conjunction with the privacy policy.



# Third party links

Our website (or social media websites on which we maintain a presence) may contain links to other sites over which we have no control. Those links are provided for your convenience only, and we are not responsible for their use or content. By accessing these third party sites, you agree to any terms of access imposed by those sites. We do not endorse any material on third party sites and do not provide any warranty, or assume any responsibility regarding the quality, accuracy, source, or any other aspect of the material on those sites.

Links to third party social media sites or websites are not endorsed by 3YS Owls and we are not responsible for the content on linked sites or your access to those sites via the links. 3YS Owls accepts no responsibility for the information or content of sites that are accessed by links from our website.





## **Intellectual Property Rights**

Unless otherwise indicated, we own the copyright and other intellectual property rights in the content of this website. Please respect our rights and do not infringe those rights. While you may browse or print the content for your non-commercial, personal or internal business use, we ask that you obtain our prior written permission if you would like to use, copy or reproduce any part of the website for any other purpose.

With the exception of use permitted by the Copyright Act 1968 (Cth), all other rights are reserved.



### **Liability and Indemnity**

The performance of this website and all information contained within or accessed from the website are provided to you on an "as is" basis, without warranties of any kind. 3YS Owls, will not be responsible for any technical malfunctions or other issues associated with any telephone network or computer on-line systems, servers, Internet access providers, computer equipment, software or any combination thereof, including any damage or injury caused to your hardware or another person's hardware or software, as a result of accessing this website.

To the extent permitted by law, we exclude liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses (including, without limitation, loss of revenue, loss of goodwill, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data or loss), whether arising in contract, tort (including negligence) or otherwise, suffered or incurred by any person in connection with or in any way relating to our website or any content or services provided or made available through our website.

To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise are excluded. Liability of 3YS Owls, for any breach of a term of condition imposed by law is limited at 3YS Owls discretion, to the supply of any service again or the costs of having any service supplied again.

You indemnify 3YS Owls, its officers, employees, consultants and agents against any loss, claim, action or expense incurred arising from the use of the website, including as a result of submitting content to the website in any form.



### **Email Disclaimer**

Email messages may contain confidential or privileged information from 3YS Owls. If you are not the intended recipient of an electronic message from 3YS Owls, you must not disseminate, copy or take any action or reliance on it. We ask that you contact us immediately if you receive an email in error and delete the message. Any views expressed in the message or attachments are those of the individual sender and are not necessarily the views of the 3YS Owls.

3YS Owls uses virus scanning software and while due care and attention is taken, 3YS Owls excludes all liability for any loss or damage caused whether directly or indirectly by any computer virus or other defects transmitted with any email and any attachment(s), to the extent permitted by law. You should carry out and are responsible for your own procedures for ensuring that any emails do not interfere with your systems including but not limited to scanning any email from 3YS Owls and any attachment(s) for viruses and defects before opening or sending them on. You assume all risk of use and release 3YS Owls from all responsibility and liability for any direct or indirect consequence of use.



### Jurisdiction

These terms of use of our website, are governed by the laws of Queensland, Australia.