



AWH Pty Ltd

ABN 81 069 066 842

AWH Exchange CONDITIONS OF USE

AWH EXCHANGE TERMS

Acknowledgements by you

1. That AWH has gone to considerable time, effort and cost in developing the services known as AWH Exchange.
2. AWH has an interest in protecting those parts of the services developed by AWH that are not publicly available. AWH seeks to protect those parts which are known as “confidential information”.
3. AWH protects its copyright and intellectual property in the services.
4. That because of the importance of the confidential information AWH does not agree in any way to the transfer of any intellectual property rights to you, nor does it agree to licence to you the use of any trademarks owned by licence to AWH or to in any way seek to disclose to you and/or allow you to take advantage of any of the confidential information.
5. That you can only use the intellectual property or confidential information or trademarks owned by or licensed to AWH if you receive specific written consent from AWH so to do.

Your Obligations as Part of these Services

1. You agree and undertake that your system is capable of receiving and accessing the services whilst still meeting your requirements and obligations as regards the confidential information referred to above.
2. By entering into these terms you agree that, not only you but any employees and/or agents engaged on your behalf, will and shall be made aware of AWH's rights regarding

- their confidential information and further that they are adequately trained in how to access, interpret and use these services.
3. That you and/or your employees and/or agents shall only use the services for legitimate services associated with wool trading.
 4. That you will comply with all directions concerning personalised means of access, security codes and devices necessary to access the services (including any user name password, wool industry organisation code or other unique identifier) (collectively referred to as "the codes").
 5. That you will not interfere or damage any systems, data information or software associated with the services.
 6. You agree to keep confidential and secure any information and data obtained by using the services.
 7. To keep any information obtained by you as a result of using the services:
 - 7.1. confidential and on the terms on which it is given to you by AWH; and
 - 7.2. to take all steps necessary to secure and ensure no improper or unauthorised use of the information.
 8. You agree to immediately notify AWH or its authorised officers if:
 - 8.1 you suspect any person has gained access to your codes;
 - 8.2 any person is using your codes; or
 - 8.3 if you become aware of any breach of these terms whether by yourself or by a third party.

Use of the Information

1. You, and any related body corporate may:
 - 1.1 use and copy the information supplied with the services; and
 - 1.2 resupply the information supplied with the services (either wholly or in part) to one or more third party but only if you have:
 - 1.2.1 received written permission from AWH to do so;
 - 1.2.2 paid any applicable costs associated with the resupply;
2. The agreement to allow the resupply of information is agreed by AWH to apply so long as no more than the maximum number of users approved by AWH in writing receives or accesses the information pursuant to the terms herein.
3. If you are resupplying any information supplied with the services (either wholly or in part) you must:
 - 3.1 Credit AWH as a source of that information; and
 - 3.2 Agree to indemnify AWH for all losses, damages, expenses and costs incurred by AWH as a result of any claim by any person against AWH arising out of that resupply (except a claim caused directly by breach by AWH of this contract).

Acceptance of Responsibility

You shall accept full responsibility and you agree to indemnify AWH for any expense, loss or liability howsoever categorised or caused or incurred as a result of the use of these services in conjunction with your systems and staff except for expenses incurred after you have given notice to AWH that you suspect someone else has gained access to your codes.

Limit of Liability of AWH

1. AWH does not warrant that:
 - 1.1 services are or will be complete, free from errors or fit for any particular purpose;
 - 1.2 the information will continue to be available to AWH to enable it to keep the services up to date; or
 - 1.3 any electronic transmission of the services is or will be secure or virus free.
2. AWH warrants that it is not aware that its supply of the services to you will infringe the copyright or confidential rights of any other party.
3. AWH's website contains links to third party websites. The links are provided solely for your convenience and do not indicate, expressly or implied by any endorsement of those links by AWH.
4. AWH must comply with the Privacy Act that regulates amongst other things the collection, storage, quality, use and disclosure of personal information. For a copy of AWH's privacy statement please write to:

The Privacy Officer,
AWH Pty Ltd
Forest Road
LARA VIC 3212

Exclusion/Limitation of AWH's Liability

1. If AWH is partially or wholly precluded from complying with its obligations under this contract by anything outside of its reasonable control, then AWH's obligations to perform in accordance with this contract will be suspended for the duration of the delay.
2. AWH makes no express warranties other than that it is not aware of its supply of the services to you will infringe the copyright or confidentiality rights of any other person.
3. AWH does not exclude or limit the application of any statutory provision if to do so would contravene that statute or cause any part of this contract to be void.
4. AWH excludes all liability for any and all claims, expenses, losses, damages and costs made against or incurred or suffered by you directly or indirectly (including without limitation, lost revenue and lost profits) arising out of:
 - 4.1 using the services, whether or not in accordance with this contract;
 - 4.2 not being able to use the services;
 - 4.3 negligence of AWH or its employees, contractors or agents in connection with the services or the performance of AWH's obligations under this contract; or

- 4.4 termination of this contract by either party for any reason.
5. AWH's liability to you for breach of any express term of this contract, any condition or warranty that by law may not be excluded, is limited to supplying services again (or if you prefer, to refunding you the amount paid by you for the services in respect of which the breach occurred).

Confidentiality

1. You acknowledge that you may not disclose any information supplied with these services to anyone other than a related body corporate without the express written consent of AWH.
2. AWH acknowledges that it will not, without your written permission, disclose to any person any information which you notify AWH in writing is in fact confidential information, unless AWH is otherwise legally obliged to do so.

Termination

1. Either party may terminate this contract from time to time by giving the other at least thirty (30) days' written notice. AWH will stop supplying the services to you at the end of that notice period.
2. AWH may terminate this contract if you breach any terms of this contract and fail to remedy that breach within thirty (30) days after receiving written notice requiring you to do so.

Obligations of Payment

1. AWH will invoice you in accordance with AWH's then current published pricelist for services.
2. AWH shall be entitled to change its pricelist at any time whatsoever. AWH shall be required to give you at least sixty (60) days' written notice of a change in its pricelist.
3. You must pay AWH within thirty (30) days of the date of the invoice.
4. All amounts referred to in the pricelist are exclusive of GST.
5. AWH shall be entitled to suspend supplying the services to you if you fail to pay in accordance with these terms, and fail to remedy that non-payment within thirty (30) days after receiving written notice requiring you to do so.

Entire Agreement

The terms set out in this contract constitute the entire agreement between the parties as to the supply of AWH's information and no prior understanding, warranty or representation or agreement between the parties supersedes or overrides the terms of this written agreement.

Jurisdiction

The terms of this contract are governed by the law applicable in Victoria, Australia.