BOOM CORPORATION PTY LTD

ABN 43 140 810 779

Website Terms and Conditions

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Introduction

Thank you for accessing a website operated by Boom Corporation (**website**).

Your access to and use of the website are governed by these terms and conditions (**terms**). Boom Corporation reserves the right to change these terms. Therefore, it is important that you review the terms regularly. These terms are current as at the date specified above. By continuing to use this website you accept these terms and conditions as they apply from time to time.

The terms and conditions under which Boom Corporation provides services to you and which you accepted when submitting an application to Boom Corporation are set out in the Services Agreement.

Your use of the website is also subject to Boom Corporation's Privacy Policy.

About the website

The website facilitates Boom Corporation's engagement with persons who publish properties on which advertisements can be served and advertisers who wish to submit advertisements for placement. The website also provides general information about Boom Corporation and its services and business.

The information contained on this website may change from time to time. You, therefore, should check the website on a regular basis rather than relying on information obtained from your previous access of the website.

Design, content and technical specification of website

Boom Corporation has sole control over the design of and the software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, data and other material and information (**Content**) included in the website and the technical specification of the website. Boom Corporation may review, edit, alter, move or delete the design or any Content on the website or the technical specification of the website as it considers appropriate without notice to you.

Copyright

This website is protected by copyright owned by or licensed to Boom Corporation.

You may download and print content from this website for your own personal or internal business purposes only. You must not publish, adapt, communicate to the public, distribute to third parties, amend or make any other copy of any part of the content on this website without our prior written consent of Boom Corporation.

Trade marks

Boom Corporation name, the Boom Corporation logo and other trade marks incorporating the word "BOOM" that appear on the website are owned by Boom Corporation. You must not use Boom Corporation's trade marks without Boom Corporation's prior written consent.

Other trade marks appearing on the website are owned by clients of Boom Corporation or other third parties. You must not use those trade marks without obtaining the permission of the third party.

Website linking

This website may contain links to other websites and may on occasion display content or information from other websites on this website. Boom Corporation is not responsible or liable for that content or information, and does not warrant the accuracy, currency or suitability for any purpose of that information.

You may link to Boom Corporation's website provided you do so in a way that accurately indicates that the link is to Boom Corporation's website and is not misleading or deceptive.

Technical requirements to use the website

Boom Corporation may alter the technical requirements for accessing the website as it considers necessary or appropriate from time to time.

Cookies

Boom Corporation does not currently use cookies but may in the future use cookies to identify your computer on our server so we can track your use of the website. In this instance, Boom Corporation's Privacy Policy will be amended to describe the manner in which the cookies operate, the information collected by the cookies and the manner in which Boom Corporation will use the information collected via the cookies.

Access or use of the website may be prohibited in your jurisdiction

Boom Corporation does not represent that publication, access or use of the website are permitted by local laws in all jurisdictions. Even if publication, access or use of the website is not prohibited in a jurisdiction, Boom Corporation reserves the right to restrict or prevent access to the website as it considers necessary or appropriate.

Email addresses

If Boom Corporation publishes electronic addresses on its website, the publication of those electronic addresses should not be taken as consent by the persons whose email addresses are published as consent to receiving unsolicited commercial electronic messages not directly related to the recipient's role or function.

Termination of access to the website

Boom Corporation has the right to terminate or suspend operation of the website as it considers appropriate without notice to you and without any liability to you.

Security

The transmission of information over the Internet is not completely secure or error free. In particular, emails to or from Boom Corporation and information submitted to or accessed via the website may not be secure. Therefore, you should use discretion in deciding what information you send to Boom Corporation via these means.

Emails to or from Boom Corporation may undergo email filtering and virus scanning, including by third party contractors. Boom Corporation does not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code.

No warranty by Boom Corporation

Boom Corporation makes no warranties or representation about any content on the website, either express or implied. In particular, Boom Corporation does not make any representation or warranty that:

- the content (including content provided by third parties) is current, complete, accurate, suitable or reliable;
- the website will operate uninterrupted or error-free or that defects will be corrected;
- the website is compatible with your computer equipment; or
- the website or its server is free of errors or viruses, worms, "Trojan horses" or other destructive programs or features.

Limitations of liability

You acknowledge that your use of the website is at your own risk. If you are dissatisfied with the website or any of the information or services available via the website, your sole remedy is to discontinue use of the website.

To the maximum extent permitted by law, Boom Corporation excludes completely all liability to any person for any direct, indirect, consequential, special or other loss or damage of any kind (however caused, including by negligence) arising from or relating in any way to the website, Content, services available via the website or any use of the website or Content. Where any law implies a warranty into these terms which may not lawfully

be excluded, Boom Corporation's liability for breach of the warranty will be limited to the maximum extent permitted by law.

Governing law

These terms of use are governed by the laws in force in New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these terms of use or the website.