

# Goldsworthy Investments Pty Ltd Online Terms of Use

Read these Online Terms to understand how Goldsworthy Investments Pty Ltd:

- operates and regulates its online sites including its social media sites; and
- operates its main website.

## 1. About GOLDSWORTHY INVESTMENTS PTY LTD's online sites

**1.1** GOLDSWORTHY INVESTMENTS PTY LTD (ABN 12 874 751 549) (**GOLDSWORTHY INVESTMENTS PTY LTD, we or us**) operates GOLDSWORTHY INVESTMENTS PTY LTD online sites (**Online Site(s)**), including our:

- 1.1.1 main website (www.goldsworthyinv.com including its related domains and pages) (**Main Site**); and
- 1.1.2 social media site(s) (**Social Media Site(s)**) as operated from time to time.

Please be aware that certain parts of our Main Site may additionally function as a Social Media Site. By this we mean that the information and content you submit to a social media section of our Main Site will be freely visible to other website users. Any social media sections of our Main Site will be either clear to you from their design, or we will otherwise inform you of their public nature. Any information or content you supply to our Social Media Site(s) will be treated by GOLDSWORTHY INVESTMENTS PTY LTD in accordance with terms 3 and 5, and otherwise in accordance with these Online Terms (as relevant).

**1.2** Our Online Site (including any sub-pages, related transactional domains and pages, or other GOLDSWORTHY INVESTMENTS PTY LTD-branded online pages which include an authorised link to an Online Site) may include product advertising, services, information, text, graphics, materials, social media forums, applications, functions and promotions, unless disclaimed otherwise or where not permitted by law or by an online host site's rules (**Site Content**). Your use of any of our Online Sites, including any Site Content, is governed by these Online Terms and our privacy policy.

**1.3** As part your use of our Online Sites or Site Content you may need to agree to the terms of use of a website or application that is owned and/or hosted by one or more third party providers. If any term within these Online Terms should conflict with any third party's terms of use, the later will prevail to the extent of the conflict insofar as your use or access to that third party site or third party application is concerned.

## 2. Links to other websites

**2.1** An Online Site may contain links to other websites (including other social media websites) or applications which are owned or operated by third parties independent of GOLDSWORTHY INVESTMENTS PTY LTD (**Third Party Sites**). GOLDSWORTHY INVESTMENTS PTY LTD does not sponsor, endorse or approve of the operators of Third Party Sites, or material (including services, information, graphics, or data) which is located on such Third Party Sites (**Third Party Material**).

## 3. Social media content you submit to our Social Media Sites

**3.1** When a user of any of our Social Media Sites (**Social Media Site User**) submits any personal information or materials via a Social Media Site including text, comments, recordings, images or otherwise (**Social Media Site User Content**), the Social Media Site User, unless GOLDSWORTHY INVESTMENTS PTY LTD advises otherwise, licenses and grants GOLDSWORTHY INVESTMENTS PTY LTD, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Social Media Site User Content for any purpose in any media (including but not limited to, company brochures and other marketing and/or advertising material), without compensation, restriction on use, attribution or liability.

**3.2** Users agree that they are fully responsible for the Social Media Site User Content they submit. GOLDSWORTHY INVESTMENTS PTY LTD shall not be liable in any way for such Social Media Site User

Content to the full extent permitted by law and shall not be deemed or considered to in any way authorise, endorse, approve or support any material submitted by any Social Media Site User. GOLDSWORTHY INVESTMENTS PTY LTD may screen and/or remove and/or request that the third party operator of any social media site or website remove any Social Media Site User Content without notice for any reason whatsoever. Social Media Site Users warrant and agree that: (a) they will not submit any Social Media Site User Content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial (for example, a 'guerrilla marketing' attempt), defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, misleading or deceptive, or otherwise unsuitable for publication; (b) they will obtain prior consent to the submission of their Social Media Site User Content from all persons who appear in (for example, in photographs) or have any rights in relation to any property that appears in or forms part of their Social Media Site User Content; (c) their Social Media Site User Content will be their own original work and, to the extent that any rights in that work (including copyright) are not owned by the Social Media Site User, they will obtain full prior consent from any person who has jointly created or has any rights in the Social Media Site User Content, to the uses and terms herein; (d) their Social Media Site User Content shall not contain viruses or cause injury or harm to any person or entity or device; and (e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication systems.

**3.3** Without limiting any other terms herein, the Social Media Site User agrees to indemnify GOLDSWORTHY INVESTMENTS PTY LTD (and any of its related bodies corporate) for any loss or expense GOLDSWORTHY INVESTMENTS PTY LTD and/or any of its related bodies corporate may suffer in relation to any breach of the above terms.

**3.4** Social Media Site Users consent to any use of their Social Media Site User Content in accordance with term 3 which may otherwise infringe their moral rights pursuant to the Copyright Act 1968, including GOLDSWORTHY INVESTMENTS PTY LTD or its affiliates and sub-licensees using and reproducing that Social Media Site User Content without attributing it to the Social Media Site User, or making modifications or adaptations to the Social Media Site User Content for the purpose of reproducing, publishing or displaying that modified or adapted content in another media. Social Media Site Users warrant and agree that they will, prior to its submission, obtain an equivalent consent from each other person who has created the Social Media Site User Content. The Social Media Site User agrees to indemnify GOLDSWORTHY INVESTMENTS PTY LTD (and any of its related bodies corporate) against all costs and claims by third parties arising from a breach of this warranty.

## **4. Termination**

### **4.1 Termination of these Online Terms**

These Online Terms and/or your access to our Online Site(s) may be terminated at any time by GOLDSWORTHY INVESTMENTS PTY LTD. You may terminate your use of our Online Sites at any time. However, all restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of GOLDSWORTHY INVESTMENTS PTY LTD, will survive any termination. Upon termination you must not directly or indirectly access or use the relevant Online Site(s) or any Site Content on the relevant Online Site(s).

### **4.2 Prohibition on access post termination**

Upon termination of these Online Terms or your right to access to our Online Site(s), you must not directly or indirectly access or use any part of our Online Site(s) or any Site Content.

## **5. Privacy on our Online Sites**

**5.1** In addition to the provisions of these Online Terms there may also be additional privacy provisions that apply to your use of an Online Site or as a result of your membership (or your application for membership) of a third party social media website that hosts a GOLDSWORTHY INVESTMENTS PTY LTD Social Media Site. Should you decide to register for or participate in a promotion or other activity, or purchase a product or service from us, you will be bound by the relevant terms of that promotion, activity, product or service.

**5.2** Notwithstanding any other term in these Online Terms, you agree and freely acknowledge that when you submit comments, recordings, images or other personal content, for public display on an Online Site,

that content may be available for anyone in the world to read and/or view and/or comment on and potentially download. See term 3 for further information about the public display of your content.

**5.3** Unless otherwise stated, when you post a public comment or upload other public data to an Online Site, that information may be displayed by GOLDSWORTHY INVESTMENTS PTY LTD in accordance with terms 3. Your information may also be retained by GOLDSWORTHY INVESTMENTS PTY LTD where we believe there is a legal reason to retain it for a longer period.

**5.4** When a user of an Online Site (**Online Site User**), including any Social Media Site User referred to in term 3 above, submits any personal information via an Online Site, whether in the form of text, comments, recordings, images or otherwise (**Online Site User Content**) (for the avoidance of doubt, Online Site User Content includes Social Media Site User Content, as far as is relevant in the circumstances), the Online Site User consents to that personal information being collected by GOLDSWORTHY INVESTMENTS PTY LTD and used and disclosed for any purpose permitted by these Online Terms, and otherwise as permitted by relevant privacy laws in Australia.

**5.5** In the case of personal information which is provided to GOLDSWORTHY INVESTMENTS PTY LTD for public display by a Social Media Site User (this includes any 'tweet' you send to GOLDSWORTHY INVESTMENTS PTY LTD on Twitter, which we may "re-tweet" to other Twitter users), GOLDSWORTHY INVESTMENTS PTY LTD may display that information to other Online Site Users or otherwise display the Online Site User Content for any purpose in any media (including, but not limited to, commercial brochures and/or other advertising material). See also term 3 for what other uses and/or disclosures GOLDSWORTHY INVESTMENTS PTY LTD may make of a Social Media Site User's personal information and what limits it imposes.

**5.6** GOLDSWORTHY INVESTMENTS PTY LTD may collect personal information belonging to an Online Site User, such as their name, email address or social media site alias, in order to provide them with the interaction or outcome they have requested. This may require GOLDSWORTHY INVESTMENTS PTY LTD to disclose an Online Site User's personal information to one or more third parties, including but not limited to agents or external service providers.

**5.7** If you are using an Online Site such that you are submitting your personal information, you should also first read and understand any separate privacy policy or policies that may apply to your use of any social media website that hosts our Online Site or is connected to any special function or promotion that you are entering. GOLDSWORTHY INVESTMENTS PTY LTD is not responsible to you for the information handling practices of any such third party, including any host website or service provider.

**5.8** Our Online Sites may contain links to Third Party Sites. Third Party Sites should contain their own privacy statements and those third parties are responsible for informing you about their security and privacy practices.

**5.9** You agree to obtain the prior consent of any other person whose personal information (whether in the form of words, images, recordings or otherwise) you submit to GOLDSWORTHY INVESTMENTS PTY LTD via an Online Site, including any Social Media Site. We will collect this information from you in good faith and take reasonable precautions to ensure it is handled in accordance with relevant Australian privacy laws. If you are not sure whether the other person would agree with you providing their personal information to GOLDSWORTHY INVESTMENTS PTY LTD, please exercise caution and DO NOT provide it to us.