

## PORTAL TERMS OF USE

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This Portal is operated by Queensland Capacity Network Pty Ltd (trading as QCN Fibre) ABN 75 633 081 517 its successors and assignees (**we, our or us**). It is available at: <https://portal.qcnfibre.com.au/home> and may be available through other addresses or channels.

The intended use of the Portal is to allow our potential customers (or other community stakeholders) to understand the location of the QCN Fibre network assets, what services are available and how they might interconnect with the network (**Intended Use**).

By accessing and/or using our Portal, you agree to these terms of use and our Privacy Policy (available on our Portal) on your own behalf, and on behalf of the entity (**Entity**) that has entered into a Non-Disclosure agreement with us (**NDA**), in respect to the disclosure of the content on the Portal (**Terms**). You warrant to us that you have the legal capacity and requisite authorisation to enter these Terms and form a contract, and that you have read and understood these Terms, before using the Portal and will only use the Portal for the Intended Purpose.

You agree to adhere to the obligations of confidence contained in the NDA as if you were a party to the NDA. Please ask the entity for the NDA if you have not already been provided the NDA by the entity.

We may at any time vary the Terms by publishing the varied Terms on the Portal. You accept that by doing this, we have provided you with sufficient notice of the variation.

**Information:** The information, including statements, opinions and documents, contained in this Portal (**Information**) is for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and it is not advice. Any reliance you place on the Information is at your own risk. Before acting on any Information, we recommend that you consider whether it is appropriate for your circumstances, carry out your own research and seek professional advice, where necessary. All Information is subject to change without notice.

**Licence to use the Portal:** We grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable right and licence to use the Portal, in accordance with these Terms. All other uses are prohibited without our prior written consent.

### Intellectual Property rights

- (a) All Intellectual Property, meaning any copyright, registered or unregistered design, patent or trade mark rights, trade, business, company or domain names, know-how, inventions, processes, trade secrets or confidential information, data, Information, circuit layouts, databases or source codes, or similar rights in any part of the world, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of the foregoing, whether created before or after the date of these Terms and whether used or contained in the Portal is owned, controlled or licensed to us (or our affiliates and/or third party licensors as applicable) (**Content**).
- (b) Your use of our Portal and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to the Portal or the Content.
- (c) You may not copy, imitate, use, or disclose, in whole or in part any Content, without our prior written permission or the applicable trademark holder or Intellectual Property owner, other than within the Entity for the Intended Purpose of the Portal.
- (d) You must not breach any copyright or Intellectual Property rights connected with the Portal. This includes but is not limited to:
  - i. altering or modifying any of the Content on the Portal;
  - ii. bulk downloading any Content from the Portal or to aggregate Content from individual Portal searches
  - iii. causing any of the Content on the Portal to be framed or embedded in another site;
  - iv. creating derivative works from the Content of the Portal.

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- (e) You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party without our prior written consent.

**Prohibited conduct:** You must not:

- (a) use the Portal for any activities, or post or transmit any material from the Portal:
- i. unless you hold all necessary rights, licences and consents to do so;
  - ii. that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
  - iii. that infringes the intellectual property or other rights of any person;
  - iv. that would cause you or us to breach any law, regulation, rule, code or other legal obligation; or
  - v. that would bring us, or the Portal, into disrepute;
- (b) interfere with or inhibit any user from using the Portal;
- (c) attempt to or tamper with, hinder or modify the Portal, knowingly transmit viruses or other disabling features, or damage or interfere with the Portal, including but not limited to the use of trojan horses, viruses, or piracy or programming routines that may damage or interfere with the Portal; or
- (d) facilitate or assist a third party to do any of the above acts.

**Third party information, links and sites:** The Portal may contain third party information (**Third Party Information**) and links to Portals operated by third parties (**Third Party Portals**). We do not control, recommend, endorse, sponsor or approve Third Party Information or Third Party Portals, including any information, products or services mentioned in Third Party Information or on Third Party Portals. You should make your own investigations with respect to the suitability of Third Party Information or Third Party Portals for you.

**Delays and outages:** We are not responsible for any delays or interruptions to the Portal. We will use commercially reasonable efforts to minimise delays and interruptions. We do not warrant that the Portal will be available at all times or at any given time. We may at any time and without notice to you, discontinue the Portal in whole or in part. We are not responsible for any loss, cost, damage or liability that may result from our discontinuance of the Portal or any, interruption, delay or outage.

**Disclaimer:** To the extent permitted by law, we exclude all representations, guarantees, warranties or terms (whether express or implied) other than those expressly set out in these Terms, and the Australian Consumer Law to the extent applicable. We do not warrant that the functions contained in any material on the Portal or your access to the Portal will be error free, that any defects will be corrected, that the Portal or the server which stores and transmits material to you are free of viruses or any other harmful components, or that the Portal will operate on a continuous basis or be available at any time.

While we endeavour to keep the Portal and Information up to date and correct, we make no representations, warranties or guarantee, express or implied, about:

- (a) the completeness, accuracy, reliability, suitability or availability of any Information, images, products, services, or related graphics contained on the Portal for any purpose;
- (b) Third Party Information; or
- (c) Third Party Portals.

You read, use, and act on information contained on the Portal, Third Party Information and/or Third Party Portals, strictly at your own risk.

**Limitation of liability:** To the maximum extent permitted by law, we will have no liability for any expense, cost, liability, loss, damage, claim, demand or proceeding (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent suffered by you or any third party (**Liability**) and you release and discharge us from all Liability, arising from or in connection with any use of our Portal and/or any use of the Information, and/or any inaccessibility of our Portal and/or Information which is incorrect, incomplete or not up-to-date.

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**Indemnity:** To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any Liability arising from or in connection with:

- (a) any of your acts or omissions in connection with your use of the Portal;
- (b) any breach of these Terms or any applicable laws;
- (c) any third party claim against us arising from your use of the Portal;
- (d) personal injury to, or the death of, any person or loss of, or damage to, any property in connection with your use of the Portal; and
- (e) any infringement, or alleged infringement, of any person's Intellectual Property Right, arising from or in connection with these Terms or your use of the Portal.

This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

**Exclusion of competitors:** You are prohibited from using the Portal, including the Information, in any way that competes with our business. If you breach this term, we will hold you responsible for any loss that we may sustain, and hold you accountable for any profits that you may make from non-permitted use. We reserve the right to exclude any person from using the Portal and Information, in our sole discretion.

**Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

**Breach:** You may only use the Portal for the Intended Purpose and lawful purposes and in a manner consistent with the nature and purpose of the Portal. By using the Portal, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable you must not use the Portal. We reserve the right to remove any and all content, Third Party Information and/or Third Party Portals for any reason including any found to be in breach of intellectual property rights, including without limitation copyright, or which in our opinion is deemed inappropriate and/or illegal. If you breach these Terms, we reserve the right to block you from the Portal and to enforce our rights against you. If we do not act in relation to a breach of these Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of these Terms by you. All rights not expressly granted in these Terms are reserved.

**Termination:** These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in the Terms will survive.

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**Disputes:** In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the Party claiming there is a Dispute must give written notice to the other Party or Parties to the Dispute setting out the details of the Dispute and proposing a resolution (**Dispute Notice**). Within 5 Business Days after receiving the Dispute Notice, the relevant Parties must, by their senior executives or senior managers (who have the authority to reach a resolution on behalf of the Party), meet at least once to attempt to (1) resolve the Dispute; or (2) agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the Parties do not: (1) resolve the Dispute; or (2) (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 15 Business Days after receipt of the Dispute Notice, the Dispute may be referred by any Party involved in the Dispute (by notice in writing to the other Parties) to litigation.

**Jurisdiction:** Your use of the Portal and any dispute arising out of your use of it is subject to the laws of Queensland. These Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Portal may be accessed throughout Australia and overseas. We make no representation that the Portal complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Portal from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Portal.

**For questions and notices, please contact us at:**

**Queensland Capacity Network Pty Ltd (trading as QCN Fibre) ABN 75 633 081 517**

**Level 2 The Precinct, 315 Brunswick Street, Fortitude Valley QLD 4006**

Email: [enquiries@qcnfibre.com.au](mailto:enquiries@qcnfibre.com.au)

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