Website Terms of Use

1. Introduction

The Terms of Use of the Centurion Healthcare website include these Terms and Conditions, the **Privacy Policy** and any other terms and conditions that appear in or are linked to Centurion Healthcare website (Additional Terms and Conditions).

You are bound by the above terms and should review them wherever they are relevant to you when using Centurion Healthcare website.

2. Website content and access

While Centurion Healthcare has used its best endeavours to take reasonable care in preparing and maintaining the information on this website including all graphics, audio, video, downloadable files appearing on this website ("Content"), we do not warrant the accuracy, reliability, adequacy or completeness of any of the website Content. You acknowledge and accept that the Content may include technical inaccuracies and typographical errors. Depending on the resolution of your screen, the colours or products as displayed on the Website may not constitute an accurate depicture of the true colour of the item. The Content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

To the extent permitted by law, Centurion Healthcare and its directors, exclude all liability for any consequential, indirect or incidental loss or for any in respect to consumers sleep health and overall health, income, business or goodwill, that occurs as a result of your use or access of this Website, and/or from you relying on the Content, whether or not it's caused by any negligent act or oversight on our part or by Centurion Healthcare's associated entities. Where certain law, including the Competition and Consumer Act 2010 (Cth), imply warranties or conditions, or impose obligations on Centurion Healthcare that cannot be lawfully excluded, and to the extent to which Centurion Healthcare is able to do so, our liability will be limited to resupplying of the Content.

Centurion Healthcare does not guarantee that access to this website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses Centurion Healthcare website or any data on such a computer.

3. Intellectual property

Al Content on Centurion Healthcare website are the property of Centurion Healthcare and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute,

disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Centurion Healthcare.

Save for the above, and unless expressly granted, Centurion Healthcare does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the Centurion Healthcare website or in the user interface of this website.

5. Submissions

Any material you send to us on or via Centurion Healthcare website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

6. Third party websites

Centurion Healthcare Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Centurion Healthcare does not control, endorse, sponsor or approve any such third party websites or their content nor does Centurion Healthcare provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

7. Security

Centurion Healthcare does not guarantee the security of using this site or any systems used to access this site. Further information about security in relation to your personal information can be found in our <u>Privacy Policy</u>

8. Interference with website

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on Centurion Healthcare website.

9. Jurisdiction

These Terms and Conditions are governed by and construed in accordance with the State of New South Wales, Australia. In the event that a dispute arises from these Website Terms and Conditions, each of Centurion Healthcare and you agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.