

DRAKE WELLNESS HUB WEBSITE - TERMS OF USE

These Terms of Use govern the access to and use of the Drake Wellness Hub website - www.drakewellnesshub.com.au operated for and on behalf of Drake including all content available on the Website.

Any person who accesses the Website accepts these Terms of Use as at the time of access and agree to be bound by these Terms of Use.

In these Terms of Use, as it pertains to this Website, certain words, particularly capitalized ones, may have special meanings. If they do, these special meanings are set out below in the section titled General.

General

In these Terms of Use:

- *Loss*: means any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered.
- *Linked Websites*: means websites of people or entities other than Drake which are hyperlinked from this Website.
- *Drake*: means Drake Australia Pty Ltd, or any other entity or business in the Drake group of companies, and includes specifically Drake Wellness Hub as a business in the Drake group of companies, any of the directors and employees of Drake or any of its affiliates or any other person contributing to this Website.
- *Service Provider*: means any third party entity or person contracting with Drake to either provide services to Drake, or to enable Drake to provide services to you, through either the Website, or through a link to or from the Website, or via a Service Provider Website.
- *Service Provider Website*: means the website of the Service Provider - which includes the whole or any part of that Service Provider Website meaning any of its web pages including the layout, its individual elements of website design, underlying

code elements, or any text, sound, graphics, animated elements or any other content on the Service Provider Website.

- *Services*: means any services to be provided to you by either Drake itself, or through Drake, or facilitated by Drake with any Service Provider as contained on the Website.
- *Terms of Use*: means this document as amended from time and as published on the Website as at the time of access to the Website.
- *Website*: means the whole or any part of the website and any of its web pages or located at www.drakewellnesshub.com.au. This includes the layout of this website; individual elements of the website design; underlying code elements of this website; or text, sounds, graphics, animated elements or any other content of this website.
- "we" and "us" refer to Drake and "our" has a similar meaning.
- "you" and "your" means the person, firm, entity or organisation accessing, browsing, or using the Website, and "your" has a similar meaning.

These Terms of Use for this website are governed by the laws in force in Victoria, Australia and by using it, you agree to submit to the non-exclusive jurisdiction of the courts of Victoria Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Website Terms of Use.

Nothing contained in these Website Terms of Use derogates from Drake's right to comply with law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by Drake with respect to that use.

Unless we agree otherwise, your access to this website may be terminated at any time by us without notice. All restrictions, licenses granted by you and all disclaimers and limitations of liability by Drake will survive termination, however you will no longer be authorised to access the Website.

These are the current Website Terms of Use. They replace any other terms of use for the Website previously published on this Website to date. Drake may at any time amend these Website Terms of Use by publishing the amended Website Terms of Use on this Website. You accept that by doing this, Drake has provided you with sufficient notice of any amendment.

Local Laws

It is important to note that information, products, services, and promotions may not be available in all Australian jurisdictions.

Please be aware of the laws of your municipality, state, territory or country or that otherwise may apply to you in relation to any of the matters described in the pages of this Website. If you access this website from outside of Australia, you do so on your own initiative and are responsible for compliance with applicable local, national or international laws.

Disclaimer of Liability

IN NO EVENT SHALL DRAKE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS IN CONNECTION WITH USE OF THIS WEBSITE, A SERVICE PROVIDER WEBSITE OR A LINKED WEBSITE, NOR USE OF, OR RELIANCE ON, ANY CONTENT, ANY INFORMATION OR SOFTWARE APPLICATION(S) CONTAINED ON, AND/OR ACCESSED THROUGH THIS WEBSITE, A SERVICE PROVIDER WEBSITE OR A LINKED WEBSITE. This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers but does not attempt to exclude liability in relation to those warranties implied by law which cannot be excluded.

Specific Warnings and Disclaimers

You must ensure that your access to this Website is not illegal or prohibited by laws which apply to you or in your location. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this Website or a Linked Website or Service Provider Website. You must take your own precautions to ensure that whatever you select for your use from this Website is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

While we have made every effort to ensure that the information, any content, or any software application contained on, or accessed through, our Website is free from error or omissions and is up to date, we do not warrant the accuracy, adequacy, completeness or fitness for any purpose of any information or software application, nor do we warrant that any information or software application contained on, or accessed through, this Website is Year 2000 compliant and up to date.

In addition, we may, from time to time, change or add to this Website (including these Website Terms of Use) or the information, any content, or any products or services contained therein without notice.

We do not undertake to keep this Website updated. We are not liable to you or anyone else if errors or any omissions occur in the information on this Website or if that information is not up-to-date or complete. To the extent permitted by applicable law, all representations, warranties and other terms are excluded. In circumstances where warranties are implied by law and cannot be excluded, Drake's liability is limited to the repair, replacement or reimbursement for the goods supplied by Drake or the replacement or reimbursement for the services supplied by Drake, at Drake's option.

Copyright

This Website is our copyright property and copyright in the material on this Website is owned by us, licensed by us, or is otherwise authorised by a Service Provider for use by Drake in this Website. Unless we agree otherwise in writing, you are provided with access to it only for your personal and non-commercial use. Other than for the purposes of and subject to the conditions prescribed under the Australian Copyright Act 1968 (Clth) as amended and similar statutes that apply in your location, you may not, in any form or by any means:

- Adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this Website; or
- Commercialize any information, products or services obtained from any part of this Website, without our written permission.

Trade Marks

Except where otherwise specified, any word or device in this Website to which is attached the TM or [®] symbol is a trade mark of Drake, or if you are directed to a Service Provider Website, may be a Service Provider's trade mark as stated in the Service Provider Website. If you use any of our trade marks to refer to our activities, products or services, or any of our Service Provider's trade marks, you must include a statement attributing that trade mark to us or our Service Provider as the case may be. You must not use any of our trademarks nor any of our Service Provider's trade marks:

- in or as the whole or part of your own trademarks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services, including this website.

Linked Websites

This Website may contain links to Linked Websites. Those links are provided for convenience only and may not remain current or be maintained. Drake is not responsible for the privacy practices or the content of Linked Websites. A link to those Linked Websites should not be construed as any endorsement, approval, recommendation, or preference by us of the owners or operators of those Linked Websites, or for any information, graphics, material, products or services referred to on those Linked Websites, even if they contain a Drake logo. Unless stated otherwise on this Website, we have:

- no relationship with the owners or operators of those Linked Websites; and
- no control over or rights in those Linked Websites.

Service Provider Websites

This Website may contain information on a Service Provider for Services that are available to you to be provided by the Service Provider, or Services that Drake may facilitate to provide to you via the Service Provider. Drake is not responsible for, or liable to you for, the terms and conditions a Service Provider may require of you to consent to or to provide the relevant service by the Service Provider. This Website may also contain links to a Service Provider Website. A link to any Service Provider Website is provided for convenience only and may not remain current or be maintained. Drake is not responsible for the privacy practices, copyright, trade marks nor the content of any Service Provider Website. A link to any Service Provider Website should not be construed as any endorsement, approval, recommendation, or preference by us of the owners or operators of that Service Provider Website, or for any information, graphics, material, products or services referred to on that

Service Provider Website, even if they contain a Drake logo. Unless stated otherwise on this Website, we have:

- no relationship with the owners or operators of a Service Provider Website, other than as previously stated in these Terms of Use; and
- no control over or rights in either the Service Provider Website or the Service Provider's terms and conditions for any service to be provided to you.

Product Information and Supply

The material on this Website may contain general information about Drake products and services or products and services Drake may facilitate to have a Service Provider provide to you. Unless expressly stated otherwise, this information:

- does not constitute an offer or inducement to enter into a legally binding contract, and
- does not form part of the terms and conditions for Drake products and services.

Also, you should be aware that some of the product and services Drake publishes on its Website may not be announced or available in Australia and may be provided in whole or in part by any of our Service Providers at any time. Any references to such products or services do not mean that Drake intends to make them available in Australia at any time. Please consult your local Drake representative for more information on the availability of our products and services on the Website.

Services

In order to access the Services either direct from Drake or facilitated by Drake with a Service Provider, you may be asked to first register through the Website for an account and provide all necessary personal information ("the Account"). You warrant that any information provided to Drake during the registration process is accurate. Once you are registered for an Account you will be a registered member of the Website ("a Member") and at all times while being a Member will be subject to this Website Terms of Use which includes the Privacy Policy and the further obligations as a Member as set out below.

Obligations as a Member

For as long as you are a Member you agree to comply with the following:

- you will use the Services only for purposes that are permitted by these Terms of Use and any applicable law or regulation in the jurisdiction you have registered as a Member.
- you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services.
- any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Drake of any unauthorised use of your password or email address or any breach of security of which you have become aware.
- access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Drake providing the Services.
- you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Drake.
- you will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website.
- you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Drake for any illegal or unauthorised use of the Website.
- you acknowledge and agree that any automated use of the Website or its Services is prohibited.
- Where Drake is to facilitate the provision of Services to you from a Service Provider, you must consent to the terms and conditions of use of the Service Provider on the Service Provider Website and provide all information reasonably required by the Service Provider to access and be provided the required Service.

Payment and Refund Policy

Payment:

- Where any of the Services require a fee to be paid before the Service is provided, either to Drake or to a Service Provider (“the Service Fee”), the Service Fee is required to be paid as directed before the Service is provided. Where the

option is given to you, you may make payment of the Service Fee by way of cash or credit card or bank transfer to either Drake or the Service Provider as directed.

- Any further payments to be made in the course of your use of the Services are to be made directly to either Drake or the relevant Service Provider using cash or credit card or bank transfer in accordance with the relevant parties direction.
- You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges or any other fee or charge, associated with that Services Fee.
- You agree and acknowledge that Drake or any Service Provider can vary the Service Fee at any time.

Refund Policy:

- The only obligation of Drake is to provide you with assistance to pursue a refund of the Services Fee ("the Refund") in the event the relevant Service Provider is unable to continue to, or to provide the Services. Such assistance will only be provided if Management of Drake makes a decision, at their absolute discretion, that it is reasonable to do so under the circumstances.
- For the purposes of clarity, Drake itself has a no refund policy, and Drake will not be liable for, nor provide any Refund to you.

Not offering advice

The information within the Website is for informational purposes only and is not intended to provide specific advice to you, and should not be relied upon in that regard. You should not act or rely on the information within without seeking the advice of a professional. A Drake representative can help to ensure that your own circumstances have been properly considered and that action is taken on the latest available information.

No warranties

Drake provides this Website and the information within on an "as is, where is" basis and does not make any express or implied warranties, representations, endorsements or conditions with respect to the Website or the information within, including without limitation, warranties as to operation, non-infringement, usefulness, completeness, accuracy, date of information, reliability and fitness for a particular purpose. Further, Drake does not represent

or warrant that the Website will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for adequate protection and backup of data and/or equipment and to take reasonable and appropriate precautions to scan for computer viruses or other destructive properties.

Confidential Information

Drake does not want to receive, either through our website or otherwise, any information that is confidential or proprietary to you or a third party. You understand and agree that any information that you send or provide to Drake, or where applicable any information that is transmitted through the Website to any Service Provider Website or Linked Website, will not be considered confidential by us and will therefore not be treated as such. If you chose to send Drake any information you agree that Drake will, as a result, have the right to adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works based upon the information. In addition, Drake will be free to use, for any purpose, any ideas, concepts or techniques you send to us. Notwithstanding the foregoing, Drake will not disclose your name or the fact that you provided information to us unless:

- we first receive your consent to use your name or information;
- prior to the publication or use of the information, we advise you of our intention to publish or use the information you provided to us; or
- if we are required to do so by law.

Internet E-mail

Any unprotected e-mail communication over the Internet is, as with communication via other mediums (e.g. cellular phones, post office mail), not secure or confidential, subject to possible interception or loss, and is also subject to possible alteration. You should not send any confidential, proprietary or sensitive information via this medium. Drake is not responsible for and will not be liable to you or anyone else for any damages in connection with an e-mail sent by you to Drake, or an e-mail sent by Drake to you.

No Endorsements

No endorsement or approval of any third parties, or any Service Provider, or their advice, opinions, information, products or services is expressed or implied by any information contained within the Website.

No Liability

Drake is not responsible for and will not be liable to you or anyone else for any damages whatsoever and howsoever caused (including direct, indirect, incidental, special, consequential, exemplary or punitive damages) arising out of or in connection with:

- the Website or the information within it, or your access to or use of, or inability to access or use the Website or the information within it; or
- any action or decision made by you in reliance on this Website or the information within it, or
- any errors in or omissions from any information on the Website; or
- the information within, or any unauthorized use or reproduction of any part of the Website or any of the information within it; or
- any Service Provider Website or the information within it, any errors or omissions in it, or your access to or use of, or inability to access or use any Service Provider Website or the information within it; or
- any Linked Website or the information within it, any errors or omissions in it, or your access to or use of, or inability to access or use any Linked Website or the information within it.

even if Drake has been advised of the possibility of these damages.

Links/Software

Links from or to any websites, including any Service Provider Website, outside the Website are for convenience only. Drake does not review or control, and is not responsible for, any websites linked from or to its Website, the content of those websites, the privacy practices of those websites, the third parties named therein, or their products and services.

Linking to any other website, including any Service Provider Website, is at your sole risk and expense and Drake will not be responsible or liable for any damages in connection with such linking. In addition, Drake does not endorse or approve of any websites linked from or to the Drake Website.

Links to software are for convenience only and Drake is not responsible or liable for any difficulties or consequences associated with accessing or downloading of any such software. Use of any accessed or downloaded software is governed by the terms of the applicable license agreement, if any, which accompanies or is provided with such software.

Jurisdiction

This website is administered by Drake from its offices in Australia. The Website, the information within, the Terms of Use and any subsequent Disclaimers will be governed by and construed in accordance with the laws of Victoria Australia applicable therein, without giving effect to any principles of conflicts of laws, and notwithstanding your domicile, residence or physical location. All disputes, controversies or claims arising out of or in connection with this Website, the information within, subsequent disclaimers or the terms shall be submitted to and be subject to the exclusive jurisdiction of the courts of the state of Victoria Australia. You submit and adhere to the exclusive jurisdiction of the courts of the state of Victoria Australia to finally adjudicate or determine any suit, action or proceeding arising out of or in connection with this website, the information within, disclaimers and the terms.

Information Security is Everyone's Business

The rapid expansion of electronic communication has revolutionized the way we work and deal with you, our clients. At Drake, information security is of paramount importance and our employees are fully aware of their responsibilities to keep customer information safe, secure and confidential. Whether you choose to deal with us online, over the telephone, or in person, we follow strict security procedures to protect your information against unauthorized access, disclosure, alteration, and misuse.

Personal Information

In addition the collection and use of your personal information are governed by our Privacy Policy which is incorporated into the Website Terms of Use and accessible by the following link [[add link to click on to go to the Drake Privacy Policy](#)]

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