

# Website Terms of Use

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITE**

## **1. Application of these Terms**

These Terms of Use (the **Terms**) tell you the terms and conditions which apply to your use of our website <https://www.dpworldaustralia.com.au/> (the **Website**).

By accessing or using the Website, you confirm that you accept the Terms and you agree to comply with them. If you do not agree with the Terms, you must not access or use the Website.

We amend these Terms from time to time. Every time you wish to use the Website, please check these Terms to ensure you understand the terms and conditions that apply at that time.

These Terms were most recently updated in **November 2018**.

## **2. Who we are**

The Website is owned and operated by DP World Australia Limited (ACN 129 842 093) (**DPWA or we, us or our**). DPWA is a company registered in Australia.

References to the **Group** includes DPWA, any subsidiary or holding company of DPWA, and any other subsidiary from time to time of a holding company of DPWA.

## **3. Changes to Website**

We may update and change the Website and its content (including prices, if any) from time to time. Every effort is made to keep the Website operational at all times. However, we do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons at any time.

## **4. Use of Website**

The Website is owned by DPWA.

Unless otherwise stated, DPWA is the owner or licensee of all intellectual property rights, including copyright, in this Website and in the material published on it. All such rights are reserved. DP World, the GLOBE device / image and other marks are trademarks of companies within the DPWA group and are registered in various countries. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under this clause 4.

Your use of this Website must comply with the following:

- (a) You may print off copies, and may download extracts, of any page(s) from the Website for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- (b) You shall not publish, distribute, transmit, reproduce, make publicly available or otherwise use any of the content on the Website for commercial purposes without first obtaining our written consent and a license to do so from us or our licensors.
- (c) Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- (d) If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- (e) You may use the Website for lawful purposes only. You may not use the Website:
  - (i) In any way that breaches any applicable local, national or international law or regulation;
  - (ii) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - (iii) For the purpose of harming or attempting to harm minors in any way;
  - (iv) To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
  - (v) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
  - (vi) To knowingly transmit any data, send or upload any material that contains viruses, malware, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful or malicious programs or similar computer code or software designed to adversely affect the operation of any computer software or hardware;
- (f) You also agree:
  - (i) Not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of these Terms;
  - (ii) Not to access without authority, interfere with, damage or disrupt:
    - A. any part of the Website;
    - B. any equipment or network on which the Website is stored;
    - C. any software used in the provision of the Website; or
    - D. any equipment or network or software owned or used by any third party.

## **5. No reliance on Website content**

The content on the Website is provided for general information only. It provides a summary and general overview of matters of interest only. It is not intended to amount to advice or recommendations on which you should rely when making a decision or taking any action. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is comprehensive, accurate, complete or up to date.

## 6. Website Applications

We may provide on the Website interactive applications for use by registered users, and such other interactive services as we may introduce from time to time (together or individually the **Application** as the context requires). This may include Applications such as the Customer Portal. Please see the additional Terms and Conditions that apply to the use of the Customer Portal at:

[https://customer.dpworld.com.au/board/openDocument//ssr\\_upload/production/cp\\_terms\\_conditions/DP\\_World/Portal%20Terms%20and%20Conditions%20-%20June%202018.pdf](https://customer.dpworld.com.au/board/openDocument//ssr_upload/production/cp_terms_conditions/DP_World/Portal%20Terms%20and%20Conditions%20-%20June%202018.pdf)

Information supplied to you as part of an Application is provided by us as an estimate only. The user of an Application acknowledges and agrees that whilst this information and service is provided in good faith, no representation or warranty, express or implied, is or will be made and no responsibility or liability is or will be accepted by us, or a member of our Group, or by any of our or our Group's respective officers, employees or agents in relation to the accuracy or completeness of this information or any other written or oral information made available to any interested party or its advisers and any such liability is expressly disclaimed.

## 7. Upload of Material & User-generated content

DPWA may post content to its Facebook, Twitter, LinkedIn, YouTube, Instagram and other social media accounts (**social media accounts**). DPWA's social media accounts and the content it uploads to its social media accounts are also governed by these Terms.

DPWA is not responsible for Facebook's, Twitter's, LinkedIn's, YouTube's or Instagram's privacy, security or terms of use policies nor how content on DPWA's social media accounts is displayed. DPWA does not control, adopt, endorse or accept responsibility for any other content, tools, products or services (including any software, links, advertising, opinions, comments, or security or privacy policies) available on or through its social media accounts. Use of any of our social media accounts is at your own risk.

Any information and materials uploaded to DPWA's social media accounts by third party users, including any comments, have not been verified, endorsed or approved by us. The views expressed by other users on our social media accounts do not represent our views or values and are the responsibility of the person or entity who posted them

If you wish to complain about information and materials uploaded by other users, please contact us.

Whenever you make use of a feature that allows you to upload content to our social media accounts, or to make contact with other users of our social media accounts, you must comply with the content standards set out in clause 4 above.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our social media accounts will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our social media accounts a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to social media accounts constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on social media accounts if, in our opinion, your post does not comply with the content standards set out in these Terms.

You are solely responsible for securing and backing up your content.

## **8. Third party links**

The Website may contain certain links to other websites and resources provided by third parties. These links are provided for your information only. DPWA has not reviewed, is not responsible for, and accepts no liability in respect of, any information or opinion contained on any such other website. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

In relation to the use of DPWA's Customer Portal, please also see the terms and conditions that govern the use of the Customer Portal at [https://customer.dpworld.com.au/board/openDocument//sr\\_upload/production/cp\\_terms\\_conditions/DP\\_World/Portal%20Terms%20and%20Conditions%20-%20June%202018.pdf](https://customer.dpworld.com.au/board/openDocument//sr_upload/production/cp_terms_conditions/DP_World/Portal%20Terms%20and%20Conditions%20-%20June%202018.pdf)

Nothing on this website constitutes an invitation or offer to invest or deal in any securities of DPWA or companies in the Group.

## **9. Limited liability**

You acknowledge that any use or reliance on any information and materials on the Website shall be at your sole risk.

To the full extent permitted by law, DPWA and the Group excludes any and all liability to you for unauthorised access to or misuse of the Website, or for errors or omissions in, or delays in the reporting of, information or content on the Website.

To the full extent permitted by law, DPWA and the Group excludes any and all liability to you (whether under contract, tort (including negligence), equity, statute or otherwise) for any and all loss or damage, whether direct, indirect, incidental, special or consequential, arising under or in connection with the use of or inability to use the Website or Application, or use of or reliance on any content published on or accessible via the Website or Application. For the avoidance of doubt, DPWA and the Group will not be liable for any loss

of profits, sales, business, revenue, income, use, management, time or goodwill. If a court finds DPWA to be liable under any relevant law, or where liability cannot be excluded, then DPWA limits its liability in relation to your use, or inability to use, this Website or an Application, to the full extent permitted by law, to (at our election) either re-supplying the affected content to you or the reasonable costs of having the affected content supplied to you.

## **10. Cybersecurity and viruses**

We do not guarantee that the Website will be secure or free from bugs, viruses, trojans, worms, logic bombs, malware, time-bombs, keystroke loggers, spyware, adware or any other harmful or malicious programs or similar computer code or software.

You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs, malware, time-bombs, keystroke loggers, spyware, adware or any other harmful or malicious programs or similar computer code or software. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. DPWA will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of a breach of this clause 10, your right to use the Website will cease immediately.

## **11. Cookies**

The Website uses cookies to help us to improve your experience when using the Website. This section provides you with information about the cookies we use and their purpose.

Cookies are small text files that will be stored on your browser or computer hard-drive. They are used to help users navigate the Website efficiently and to perform certain functions.

Some of the cookies we use are strictly necessary and are required for the Website to operate and function properly. Other cookies allow us to remember the choices you make while browsing the Website (such as user name, language or the region you are in), as well as the pages that you browse and general patterns of Website usage. These cookies mean we can provide more personalised and enhanced features, as well as improve the way that the Website works based on user browsing habits. Finally, some cookies track and collect information about your computer, device and browser, which may include your IP address, browser type and other software or hardware information. Some of the information gathered by the cookies may be used to make advertising more relevant to you and your interests.

If you do not wish to receive cookies from the Website, you may set your browser to automatically block or refuse cookies before visiting the Website. However, this means you may not be able to access parts of the Website. You may also delete your cookie history after using our Website.

By using the Website, you consent to our use of cookies as outlined above.