

Consent, Disclaimer & Release

Your access to and use of the Services offered by the Foundation is subject to this Consent and your use of such Services indicates your acceptance of this Consent.

1. DEFINITIONS

In this Consent, the following words and phrases shall have the following meanings, unless the context otherwise requires:

- (a) **"Consent"** means this Consent, Disclaimer and Release;
- (b) **"Data"** means any information provided by You to Us of any nature and in any form, including without limitation any:
 - (i) information which relates to and/or identifies an individual;
 - (ii) personal information as that term is defined under the *Privacy Act 1988* (Cth);
 - (iii) sensitive information as that term is defined under the *Privacy Act 1988* (Cth);
 - (iv) information in respect of the health and medical history of any individual;
- (c) **"Foundation"** means the Foundation for Angelman Syndrome Therapeutics Australia Limited ACN 141 728 038;
- (d) **"Loss"** means any loss, liability, cost, charge, expense, tax or damage of any nature whatsoever, including lost profits, loss of goodwill, loss of business, loss of opportunity, loss of production and any other special, indirect, incidental, exemplary, compensatory or consequential damages, losses or expenses, howsoever arising or caused, including, without limitation, negligence and any claims made by any person including a third party and **"Losses"** shall be interpreted accordingly;
- (e) **"Provider"** means any entity:
 - (i) the Foundation; or
 - (ii) an entity engaged by the Foundation,engages to host Data, whether or not such entity is located in Australia or another jurisdiction, or who hosts the Data in Australia, in another jurisdiction or with another entity, and **"Providers"** shall be interpreted accordingly;
- (f) **"Related Entity"** has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth);
- (g) **"Services"** means any services provided by Us from time to time, including the provision of the Site;
- (h) **"Site"** means www.angelmansyndrome.org and all parts and pages of it;
- (i) **"Us"** means Foundation and **"We"** or **"Our"** shall be interpreted accordingly; and
- (j) **"You"** means the person or entity that accesses and/or uses our Services and **"Your"** shall be interpreted accordingly.

2. DATA HOSTING

- 2.1 You consent to Us providing the Data to Providers for the purposes of the Providers providing storage, processing and hosting services to Us in respect of that Data.

- 2.2 You acknowledge and agree that by providing Us with the consent referred to in clause 2.1, We may provide the Data to Providers located in jurisdictions other than Australia and We are not required to ensure that such Providers do not breach the Australian Privacy Principles in relation to that Data.

3. **WARRANTIES**

- (a) You warrant to Us that:
- (i) at the time of providing Data to Us, You are not relying on any representations made by Us; and
 - (ii) You will not input, upload, post, disclose or transmit any Data that:
 - A. is defamatory, obscene, indecent, lewd, pornographic, violent, abusive, insulting, threatening, harassing or misleading or deceptive;
 - B. breaches any duty of confidence or contractual obligation owed to any third party or the intellectual property rights of any third party;
 - C. is unlawful or violates any law; or
 - D. contains viruses, Trojan horses, worms, time bombs, corrupted files or any other similar software or programs that may damage the operation of the Site or the software, servers or other property of a Provider or other entity which hosts the Data.
- (b) To the extent permitted by law, We make no representations or warranties of any kind, express or implied as to the security or availability of the Data.

4. **DISCLAIMER & INDEMNITY**

- (a) We are not liable to You for any Loss resulting from the storage of Data by Us or the hosting of Data by a Provider, including any loss, corruption, publication or inaccessibility of Data resulting from service interruptions, failure or attack of Our or a Provider's systems, servers or networks.
- (b) The World Wide Web exists across open public networks that are neither secure nor private. Accordingly, You acknowledge and accept the risk that any Data provided by You to Us may be intercepted, used, published or modified by third parties.
- (c) Where the laws of any country or state in which this Consent is effective implies into this Consent any term, condition or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying them, then the term, condition or warranty shall be deemed to be included in this Consent provided that the liability of the Foundation, its officers, directors, employees, agents and Related Entities for a breach of any such term, condition or warranty, including any Loss which You may sustain shall be limited, at the option of Foundation to the supply of the Services again, or the payment of having the Services resupplied.
- (d) You release the Foundation and its officers, directors, employees, agents and Related Entities from liability for any Loss arising out of the loss, corruption, publication or inaccessibility of the Data, even if the Foundation has been advised of the likelihood of such Loss.
- (e) You agree to indemnify and hold harmless the Foundation, and its officers, directors, shareholders, employees, consultants, agents, and Related Entities from and against any Losses, damages, expenses and costs (including solicitor client costs on a full indemnity basis) and all third-party claims, liability, Losses, damages, expenses and costs arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified in relation to or in connection with Your use of the Services or Your failure to comply with this Consent, or from Your violation of any applicable law.

5. **GENERAL**

- (a) We may amend this Consent immediately on giving You written notice. Your continued use of our Services following receipt of such notice indicates your acceptance of the amendments.

- (b) This Consent constitutes the entire agreement between You and the Foundation with respect to the Data and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the Data.
- (c) No oral explanation or information provided by a party to another affects the meaning or interpretation of this Agreement or constitutes any collateral agreement, warranty or understanding.
- (d) If any provision of this Consent is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of this Consent shall remain in full force and effect.
- (e) No waiver by a party of a provision of this Consent is binding unless made in writing.
- (f) The law of Queensland, Australia govern this Consent. You hereby consent and submit to the non-exclusive jurisdiction and venue of the Courts of the State of Queensland and the Commonwealth of Australia for any cause of action relating to or arising under this Consent.
- (g) This Consent shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.
- (h) The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.