

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to toothhub.com.au (the '**Website**'). The Website provides information on Tooth Hub services (the '**Services**').
- 1.2. The Website is operated by Tooth Hub PTY. LTD. (ABN 776 131 989 68). Access to and use of the Website, or any of its associated Services, is provided by Tooth Hub PTY. LTD.. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Tooth Hub PTY. LTD. reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Tooth Hub PTY. LTD. updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website.

3. Copyright and Intellectual Property

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

4. Privacy

Tooth Hub PTY.LTD. takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Tooth Hub PTY.LTD.'s Privacy Policy, which is available on the Website.

5. General Disclaimer

- 5.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 5.2. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Tooth Hub PTY.LTD. will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an

applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

5.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Tooth Hub PTY.LTD. make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Tooth Hub PTY.LTD.) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of Tooth Hub PTY.LTD.; and
- (d) the Services or operation in respect to links which are provided for your convenience.

6. Limitation of liability

- 6.1. Tooth Hub PTY.LTD.'s total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 6.2. You expressly understand and agree that Tooth Hub PTY.LTD., its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

7. Indemnity

- 7.1. You agree to indemnify Tooth Hub PTY.LTD., its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or

(c) any breach of the Terms.