

GLOBAL INFRASTRUCTURE PROJECT PIPELINE WEBSITE TERMS OF USE

These Website Terms of Use between Global Infrastructure Hub Ltd (ABN 46 602 505 064) (referred to in these Website Terms of Use as Company, we, our or us) and You, the user of this website (the Agreement) govern your use of our website located at <https://pipeline.gihub.org/> (the Website), and form a binding agreement between the Company and you in relation to your use of the Website. Additional terms and conditions governing your relationship with us are contained in other Website pages (including the Privacy Policy at <http://www.gihub.org/privacy/>) are incorporated into and will form part of this Agreement.

The Website provides access to the Company's database comprising online or electronic data, information and images contributed by third parties with the aim of allowing governments to present infrastructure project information externally to parties seeking to gain more information about projects with a view to participating in those projects (the Database).

By using the Website and accessing or using any part of the Database, you agree that the then current version of this Agreement and the Privacy Policy applies to your use of the Website. If you do not agree with them, you should not use the Website or register as a user. If you have any questions, please contact us at pipeline@gihub.org.

We may, from time to time, update or amend this Agreement in our sole discretion. You should therefore carefully read this Agreement whenever you use the Website. Any amendments will be posted on the Website and will take effect 7 days after such posting.

1. The Website

1.1 Subject to clause 1.2, we will make the Website available to you on the terms and conditions set out in this Agreement. You must only use the Website, including any Content contained in the Database, in accordance with this Agreement.

1.2 Content means all Company content contained on the Website (including without limitation all data, information or images supplied by third parties, software, text, graphics, videos, sounds, scripts, photos, audio-visual material, icons, advertisements, photographs, databases, trademarks and other information and materials).

1.3 Notwithstanding anything in this Agreement, certain legislation, regulation, common law, standards, rules, government notices, conventions or other guidance from regulators or governing bodies (Rules) may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded, restricted or modified except to a limited extent. To the extent that such Rules exist and cannot be excluded, this Agreement must be read subject to those Rules and nothing in this Agreement is intended to alter or restrict the operation of such Rules.

2. Registration

2.1 In order to access some of the functionality of the Website, including the Database, you will need to register a user account. You are solely responsible for the use of your user account and must ensure that you keep all passwords secure. All use of your user account is deemed to be use of the Website by you for the purposes of this Agreement.

2.2 When registering a user account with us, you must provide us with accurate and complete information. It is your responsibility to inform us of any changes to that information (including without limitation your email address), by updating your details on the relevant section of the Website.

2.3 The right to use the Website, including access to the Database, is personal to You and is not transferrable to any other person or entity. You are entirely responsible for any and all activities that occur under the account and for ensuring that all use of the account by You complies fully with this Agreement. You agree to notify us immediately of any unauthorised use of the account or any other breach of security. The Company will not be liable for any loss that You incur as a result of someone using the account created for You, either with or without your knowledge.

3. Intellectual Property

3.1 You may use the Website, including Content, only in the manner permitted by this Agreement. You must not do anything which breaches or otherwise interferes with the Company's intellectual property rights or any of the Company's other third party licensors.

3.2 Nothing in this Agreement constitutes a transfer of any intellectual property rights to you. All intellectual property rights (including, without limitation, copyright, trademarks, patents, design rights and all other forms of intellectual property rights existing in the world) in the Website, including all Content, are owned by or licensed to the Company.

3.3 You may use the Content solely for your own personal use and benefit and not for redistribution or other transfer or disposition to any other person or entity. You must not use, distribute, reproduce, publish, alter, modify or create derivative works from any Content in any manner for the purpose of creating, developing or contributing to a database or other collection of online or electronic data, information and images relating to government-led infrastructure projects which may compete with the Database.

3.4 You agree any intellectual property in any Content that you provide to the Company will either vest in the Company or you grant to (or will procure for) the Company a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Content you have provided for the purposes of any Company project. You warrant you are entitled to deal with the intellectual property in any Content you provide in the manner provided for in this clause and have obtained all necessary third party consents in respect of such intellectual property.

4. Website Access and Availability

4.1 The Company reserves the right to modify, discontinue or disable the Website or any part of the Website (on a permanent or temporary basis) at any time. Where reasonably practicable and possible, the Company will endeavour to provide You with prior notice of such modifications, discontinuations or disabling by posting such notice on the Website. However, you accept that it may not always be possible to provide such prior notice.

4.2 If the Company reasonably considers you have breached the terms of this Agreement, the Company may (at its option, and without limiting the remedies available to it in any way) bar you from accessing the Website on a permanent or temporary basis. If this occurs, you must not access or use the Website during the period of your suspension.

5. Website Use

5.1 Subject to your compliance with the terms of this Agreement, the Company grants to You a non-exclusive and non-transferrable right to access and use the Website, including the Database, solely for the purpose of assessing, preparing and developing or participating in infrastructure projects.

6. Liability

6.1 You acknowledge that the Content appearing on the Website and in the Database is based on information supplied to the Company by third parties and is not independently verified by the Company. The Content is neither endorsed or supported by the Company and does not necessarily reflect the opinions, policies or views of the Company.

6.2 To the fullest extent permitted by law but subject always to clauses 1.3 and 6.3:

(a) the Website and all Content, including Content appearing in the Database, is provided to you "as is" and on an "as available" basis, without any representation or endorsement and without warranty or guarantee of any kind and the Company excludes all representations, warranties, guarantees, terms and conditions, whether express or implied (and including, without limitation, those implied by any Rules) except as expressly set out in this Agreement;

(b) the Company does not guarantee the sequence, accuracy, currency, completeness or timeliness of the Database;

(c) the Company does not guarantee continuous, uninterrupted or secure access to the Website or that its servers are free of computer viruses, bugs or other harmful components or that defects will be corrected. As a result, you may at times experience disruption or other difficulties in using the Website;

(d) the Company excludes all liability for any damages or loss of any kind (including without limitation direct, indirect, consequential, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue, profit or loss or corruption of data) arising in connection with your access to, or use of, or inability to use or access the Website or otherwise in connection with:

(i) your use of, or reliance on, the Website (or in any of the Content) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence) statute or otherwise);

(ii) any disruption or other difficulties in accessing or using the Website; or

(iii) the accuracy, timeliness, quality, utility or completeness of the information contained on the Website (or in any of the Content).

6.3 If the provisions outlined in clause 1.3 apply, notwithstanding any other provision of this Agreement, to the extent that the Company is entitled to do so, the Company limits its liability in respect of any claim under those provisions to (at its option) the supply of the services again or the payment of the cost of having services supplied again.

7. Indemnity

7.1 You agree to fully compensate and hold harmless the Company and its officers, employees agents from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses) and penalties suffered or incurred by any of them arising out of:

(a) your material breach of this Agreement (noting that for the purposes of this clause, any breach of clause 3 or 5 will be deemed material); or

(b) any act of fraud by or on behalf of you.

7.2 For the avoidance of doubt, the indemnity in clause 7.1 will extend without limitation to any loss the Company may suffer as a result of the use by third parties of your account, except in circumstances where You can demonstrate to the Company's satisfaction that such third party obtained the relevant details through no fault of your own.

8. Confidential Information

8.1 Each party will keep confidential all information of the other party as may reasonably be deemed confidential and will not disclose the same to any other party, save as permitted by this Agreement or as required by law. You agree that the Company's confidential information includes the terms of this Agreement, and any software (including without limitation the source code, design details, algorithms and other materials) comprised in the Database.

9. General

9.1 We may provide You with notices in connection with this Agreement by posting such notices on the Website, or by email.

9.2 We may send you commercial electronic messages by email and you consent to us sending such commercial electronic messages.

9.3 This Agreement and any other documents referred to in this Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes all other representations, arrangements, understandings or agreements and all other communications.

9.4 If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

(a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and

(b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

9.5 This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.