

OMNISIENT WEBSITE TERMS OF USE

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The Website is offered to Users conditioned on the acceptance without modification of the Terms, and Conditions, and notices contained herein (the "Terms of Use").

1. DEFINITIONS

- 1.1 **"Terms of Use"** means the conditions under which the Website is used as set out in this document;
- 1.2 **"User"** means any person who accesses or makes use of the Website at any given time;
- 1.3 **"Website Content"** means the contents of the Website, including any material, information, data, software, icons, text, graphics, layouts, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs and service marks which are displayed on or incorporated in and/or on the Website.

2. ACCEPTANCE AND APPLICATION OF TERMS OF USE

- 2.1 These Terms of Use apply to all Users of the Website and is binding and enforceable when a User accesses the Website or any part thereof. By accessing the Website you acknowledge that you have read and agree to be bound by these Terms of Use.
- 2.2 If you do not agree to or accept these Terms of Use, please leave the Website immediately, as further use of the Website automatically binds you to these Terms of Use.

3. MODIFICATION

Omnisient may, and reserves this right in its sole and absolute discretion to, change or modify these Terms of Use and any policies which are incorporated in and on the Website at any time. Such changes or modifications shall be effective immediately upon posting to

this Website. Your use of this Website after such changes or modifications have been made shall constitute your acceptance of these Terms of Use as last revised. If you do not agree to be bound by these Terms of Use as last revised, please leave the website immediately and do not use (or continue to use) the website.

4. ELIGIBILITY; AUTHORITY

- 4.1 This Website is available only to Users who can form legally binding contracts under applicable law. By using this Website, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognised as being able to form legally binding contracts under applicable law.
- 4.2 If you are accepting these Terms of Use on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained herein, in which case the terms "you", "your", "User" shall refer to such corporate entity. If, after your entering and using our website, have electronically accepted these Terms of Use and Omnisient finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in these Terms of Use. Omnisient shall not be liable for any loss or damage resulting from Omnisient's reliance on any instruction, notice, document or communication reasonably believed by Omnisient to be genuine and originating from an authorised representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Omnisient reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of these Terms of Use.
- 4.3 You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised representative of Omnisient (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 4.4 You may not use this Website or any of the content or information displayed on the Website in a manner that would bring Omnisient, our business and/or any of our employees or representatives into disrepute.

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6. LIMITATION OF LIABILITY AND INDEMNITY

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7. PRIVACY

Your use of the Website is further subject to the Omnisient [Privacy Policy](#).

8. INTELLECTUAL PROPERTY, OWNERSHIP AND COPYRIGHT

8.1 Omnisient supports the protection of intellectual property. We expect Users to do the same.

8.2 The Website, and the information and materials that it contains, are the property of Omnisient and are protected from unauthorised use, reverse engineering, copying and dissemination by copyright law, trademark law, international conventions, and other intellectual property laws. All the Omnisient product names and logos are trademarks or registered trademarks. Nothing contained on this Website should be interpreted as granting, by implication, estoppel, or otherwise, any license or right to use the Website or any materials displayed on the Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms of Use; or (b) with the prior written consent of Omnisient. The User shall not attempt to override or circumvent any of the usage rules or restrictions on the Website.

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9.2 This Website may under no circumstances be framed or mirrored without the prior obtained written consent of Omnisient.

10. AVAILABILITY, ACCESS AND TERMINATION

- 10.1 Omnisient does not represent that this Website will be available at all times or at any specific time.
- 10.2 Omnisient will use all reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods. Omnisient however reserves the right to remove this Website or any parts of this Website in whole or in part without notice.

11. COMPLIANCE WITH LOCAL LAWS

Omnisient makes no representation or warranty that the content available on this Website or the Services found at this Website are appropriate in every country or jurisdiction, and access to this Website or the Services found at this Website from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Website or the Services found at this Website are responsible for compliance with all local laws, rules and regulations.

12. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Omnisient and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Omnisient directly or indirectly arising from (i) your use of and access to this Website or the Services found at this Website; (ii) your violation of any provision of these Terms of Use or the policies or Terms of Uses which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Terms of Use or your use of this Website or the Services found at this Website.