

Website Terms of Use

Caspin Resources Limited ACN 641 813 587 (**Caspin, we, our or us**) is the owner and operator of the website at www.caspin.com.au (**Website**).

1. **Acceptance of these Terms of Use**

Your use of the Website is subject to these Terms of Use and any other terms, conditions, notice or disclaimers displayed on the Website (together, **Terms**).

We may vary these Terms at any time, without notice, by displaying the amended Terms on this Website. You should review the Terms each time you use the Website.

By accessing and using the Website, you acknowledge that you have read and understood the Terms as they exist at that time, and you are deemed to accept and confirm your agreement to be bound by the Terms.

2. **Website content**

The information contained on, or referred to in this Website, including, but not limited to, reports, tables, diagrams, maps, photographs and newspaper or journal articles, is supplied for the benefit and convenience of those with an interest in Caspin and not as specific advice to any particular party or person.

Some information on the website may be based on publicly available information or other external sources. Independent verification of those other sources may not have been undertaken.

No information available on the Website constitutes or shall be deemed to constitute financial advice or an invitation to invest or otherwise deal in the shares or any other securities of Caspin and must not be relied upon in connection with any investment decision. Caspin strongly recommends that you to seek professional independent advice before making any investment decision.

3. **Privacy**

Any personal information you provide to us using the Website will be handled by us in accordance with our [Privacy Policy](#).

4. Security of information

Whilst we endeavor to keep your data safe, no data transmitted over the Internet is secure, and we do not warrant, and cannot ensure, the security of your data. You transmit data using the Website entirely at your own risk.

5. Intellectual property

We own or are licensed to use all intellectual property rights in the Website (including in all underlying source code) and in the content of the Website (including all text, trade marks, logos, images and graphics). Users of the Website do not obtain any licence or other interest in that intellectual property. Nothing in these Terms or on the Website should be construed as providing such consent.

You may view content or print a copy of material on this Website for your personal, non-commercial use, provided that you do not modify the content in any way.

You must not otherwise copy, adapt, reproduce, publish or distribute content found on this Website in any form without prior written permission from us (unless otherwise permitted under the *Copyright Act 1968* (Cth) or any other applicable law in your location). You must not frame any of the content of the Website or incorporate it into another Website.

6. Third party content and links

This Website may include links to third party websites. Such links do not indicate a relationship between those third parties and us, nor endorsement by us of such third parties, their products, services or websites. Use of such links, the content of such websites or the products and services offered via those websites or third parties is entirely at your own risk and is subject to the terms of those third parties.

7. Your Use of the Website

You must not post or transmit to or via the Website any information or material or otherwise use the Website for any activity which:

1. breaches any laws or regulations;
2. infringes a third party's rights or privacy;
3. is threatening, defamatory, obscene, indecent, inflammatory or scandalous (including any material that is pornographic or that could give rise to civil or criminal proceedings); or
4. is contrary to any relevant standards or codes, including generally accepted community standards.

You warrant that all communications and information provided by you using this Website are not fraudulent or defamatory, and will not otherwise infringe any law or any third party rights. You further warrant that our use of that information in accordance with these Terms will not infringe the rights of any third party.

You must not (and must not attempt to) interfere with the working of the Website or otherwise breach or circumvent any security or authentication measures of the Website or any other system, network or server connected to the Website.

You must also not permit or enable any person to do any of those things.

8. **No warranty**

To the fullest extent possible and subject to any liabilities and obligations which cannot be excluded by law:

1. we do not warrant the accuracy, completeness, timeliness or correct sequencing of the Website content, and the Website content is provided on an 'as is' basis and on the condition that you are responsible for assessing the accuracy and completeness of that content and you rely on any such content at your own risk;
2. we will have no liability in relation to any loss, damage, liability, charges, expenses or costs (including all legal and other professional costs on a full indemnity basis) that you incur arising from or in connection with your use of the Website or linked third party websites (including damage to your software or hardware, corruption of data, loss of data, any error, suspension or discontinuance of the Website or transmissions by any user in contravention of these Terms); and we do not

warrant that your access to the Website or any part of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses, bugs or malicious code or other forms of interference that may damage your system.

9. **Your indemnity**

You indemnify us and our related entities and each of their directors, officers, employees and agents against any actions, claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable legal fees and disbursements and costs in investigation, litigation, settlement, judgment, interest, fines and penalties) which any of them incur directly or indirectly arising from your use of the Website or any breach of these Terms by you.

10. **Our liability**

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these Terms and otherwise in respect of goods or services from your use of the Website.

If a supply under these terms is a supply of goods or services to a consumer within the meaning of the *Australian Consumer Law* as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) (**ACL**), nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability which cannot be excluded. However, to the extent that the ACL permits us to limit our liability, our liability will be limited to:

1. in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
2. in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

11. **General**

We may terminate your access to the Website at any time without notice.

If any part of these Terms is held to be unenforceable, the remainder of these Terms will continue in full force.

These Terms are governed by the laws in force in Perth, Western Australia. You submit to the jurisdiction of the courts of Western Australia and the Commonwealth of Australia.

If you have any questions or comments regarding the Website or these Terms services please contact us at info@caspin.com.au.

Last updated October 2020