



PayStay Website Disclaimer

Welcome to the PayStay website

This website is operated by Orikan Group Pty Ltd ("Orikan").

Orikan provides this website as part of its overall service to you. By accessing or using any of the content, information, data, text, graphics, photographs and other materials ("Material") on this website you agree to the terms set out herein ("Website Terms of Use"). If you do not agree, you should not use this website.

In addition to the Website Terms of Use, your use of certain services or parts of this website may be subject to specific and additional terms. Since you are also bound by these additional terms, you should review them where they are provided on this website. The specific terms take priority over the Website Terms of Use to the extent of any inconsistency.

These are the current Website Terms of Use and they replace any other terms of use for this website previously published on this website. Orikan may at any time vary the Website Terms of Use by publishing the amended Website Terms of Use on this website. You accept that by doing this, Orikan has provided you with sufficient notice of the amendment. By continuing to access or use any material on this website after any amendment, you confirm your agreement to the Website Terms of Use, as amended.

The PayStay website may contain links to other websites operated by third parties ("third party websites"). Those third party websites are not under the control of Orikan, and Orikan does not endorse and is not responsible for any material on, or linked to from, third party websites ("third party material").

In particular, and to the extent permitted by law, Orikan makes no warranties or representations:

- regarding the quality, accuracy, merchantibility or fitness for purpose of third party material or products or services available through third party websites; or
- that third party material does not infringe the intellectual property rights of any person. Orikan is not authorising the reproduction of third party material by linking material on this website to third party material.

Software downloads

Any software that is available to download through links from this website is a third party product unless otherwise indicated. Your use of that software may be subject to a licence agreement between you and the software owner. To the extent permitted by law, Orikan accepts no liability in respect of such third party software and Orikan provides no warranty and gives no endorsement in respect of such products or any party connected with them. If you have any feedback or suggestions concerning this software, please contact us.

Trade marks, copyright and linking to this website

"PayStay" and all associated trademarks used on this website are registered or pending trademarks of Orikan Group Pty Ltd ("Orikan"). Copyright in the material on this website is owned or licensed by Orikan.

Except where necessary for viewing material on this website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws or these Terms of Use, no part of material on this website may be uploaded to a third party, linked to, framed, reproduced, adapted, performed in public, distributed or transmitted in any form by any process without the specific written consent of Orikan. Please contact us if you would like to place a link to any part of this website.

Cookies and website analytics

We want the PayStay website to continue to remain informative and as user friendly as possible and so as with most professional websites the PayStay website uses cookies to assist with that purpose. Cookies may track things like how long you spend on the site and the pages that you visit so we can continue to deliver useful content to you. Cookies also allow us to prepare customized web pages or to save site login information for you. Please note that cookies do not collect any personal data that is stored on your hard drive or computer. PayStay will not use cookies to collect personally identifiable information about you. However, should you choose to disable, reject or block our cookies, some parts of our website will not function fully, or in some cases, our website will not be accessible at all. For more information on how to control your cookie settings and browser settings, or how to delete cookies on your hard drive, please visit <u>www.allaboutcookies.org</u>.

PayStay uses analytics packages to constantly improve your browsing experience on the website. Third party analytics are used to track and measure usage of this website so that we can continue to produce engaging and relevant content. From time to time we test new features and make subtle changes to the way that the site is delivered. When we are still testing new features, cookies and other analytics tools may be used to ensure that you receive a consistent experience while visiting the site an while ensuring that we understand which optimisations users prefer.

Trusted partners like Google Analytics may also place cookies on your machine. Please read their privacy policies to ensure that you're comfortable with the manner in which they use cookies - <u>Google Analytics</u>.

Warranties

While every effort has been made to ensure the accuracy of the content appearing on this website, Orikan is not responsible for any error or omission on this website and reserves the right to make changes without notice. Orikan makes no representations and nor shall it be liable in respect of the content or its accuracy. Orikan does not guarantee that this website or third party websites will be free from viruses, or that access to this website or third party websites will be uninterrupted.

Liability and complying with laws

To the maximum extent permitted by law, and except to the extent expressly specified or referenced in these Website Terms of Use, Orikan is not liable (whether in contract, tort, under statute or otherwise) for any loss, damage, or expense (including special, indirect or consequential loss, loss of profit or revenue, loss of use, legal costs and defence or settlement costs) that you or any other person incurs arising directly or indirectly out of or referable to material on this website or to third party material.

Liability of Orikan for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent the law allows.

You must comply with all laws in relation to your access or use of material on this website, including laws of the country in which you reside or from which you access this website.

Cancellation

The agreement set out in these Website Terms of Use and your access to this website may be cancelled at any time by Orikan without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by Orikan will continue after cancellation.

General

Any part of these Website Terms of Use must be read down to the extent necessary to prevent that part or these Website Terms of Use being invalid, voidable or unenforceable in the circumstances. Despite that reading down, if a part of these Website Terms of Use is still invalid, voidable or unenforceable, and if the part would not be invalid or voidable if a word or words were removed, then that word or those words will be deleted, and the rest of these Website Terms of Use will continue to be fully enforceable.

A right of Orikan under these Website Terms of Use may only be waived in writing signed by Orikan.

You represent and warrant to Orikan that you are at least 18 years of age and otherwise have the power, authority and capacity to agree to these Website Terms of Use with Orikan.

These Website Terms of Use and your use of this website are governed by Victorian law. Any rights not expressly granted in these Website Terms of Use are reserved by Orikan