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- 5.2 Each registration is for a single individual only, unless specifically designated otherwise on the registration page.
- 5.3 You must not allow any other person to use your name and password to access and use the sections of this Website requiring registration.

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- 6.1 By using this Website, you acknowledge that your personal information may be collected and handled in accordance with **Dias's Privacy Policy** which can be found by clicking on the following link: [DIAS_Terms_of_Use.pdf](#)
The terms of Dias's Privacy Policy are incorporated into, and form part of, this agreement.

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- 7.1 Third party content may appear on this Website or may be accessible via links from this Website.
- 7.2 Dias is not responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on this Website.
- 7.3 You acknowledge and agree that the information and opinions in the third party content is neither endorsed nor approved by Dias.

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- 8.1 This Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this Website is accurate and complies with applicable laws.
- 8.2 Dias is not responsible for the illegality of, or any error or inaccuracy in, advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

9. Limitations of liability

- 9.1 Subject to clause 9.2:
- (a) this Website and the Content are provided on an "as is, as available" basis. Dias makes no warranty or representation to you as to the performance or operation of this Website, the Content or any other products or services;
 - (b) all conditions, warranties and implied terms, whether statutory or otherwise, are excluded in relation to the Website and the Content; and
 - (c) SELLER excludes any liability for legal costs and disbursements and, without limitation, any indirect or consequential expense, loss or damage, loss or damage to reputation, deletion or corruption of electronically stored information, lost data, loss of goodwill, loss of profits, revenue, use, expectation or opportunity, wasted expenditure, lost production or similar losses suffered by you under or in connection with these Terms of Use.
- 9.2 The Australian Consumer Law (**ACL**) provides Consumers with a number of protections and consumer guarantees to consumers (**Consumer Guarantees**) which cannot be excluded or limited. These Terms of Use, and in particular the limitations of liability set out in clause 9.1 of these Terms of Use, are therefore subject to, and will not apply to the extent that they limit or exclude, such protections or Consumer Guarantees applicable to Consumers. However where the ACL permits Dias to limit the remedies available to it in for a breach of a Consumer Guarantee, Dias hereby limits its remedies to you, at Dias's option, in the case of goods, to the repair or replacement of the goods, the supply of equivalent goods or the payment of the cost of having the Goods repaired or replaced or having equivalent goods supplied and, in the case of Services, to supplying the services again or paying the cost of having the services supplied again.
- 9.3 You must indemnify Dias in respect of all loss, damages and expenses and all claims and demands made by a third party arising out of any of the following:
- (a) your breach of these Terms of Use; and
 - (b) any negligent, wilful or fraudulent conduct by you, your employees, representatives or agents.

10. General

- 10.1 These Terms of Use constitute the entire agreement between the parties as to their subject matter and supersede all prior communications in connection with that subject matter. The parties acknowledge that, except as expressly stated in these Terms of Use, they have not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to these Terms of Use.
- 10.2 Dias may change these Terms of Use by posting a new version on this Website. Any use of this Website after a change of the Terms of Use takes effect will be governed by the latest Terms of Use.
- 10.3 Each party warrants that it has the authority, power and capability to enter into and to perform its obligations under these Terms of Use and that its obligations under these Terms of Use are binding and enforceable.
- 10.4 Each term of these Terms of Use must be interpreted in such manner as to be effective and valid under applicable law. If any term of these Terms of Use is held to be prohibited by or invalid under applicable law, that term is ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of these Terms of Use.
- 10.5 A term of these Terms of Use may not be waived except in writing signed by the party granting the waiver. The waiver by a party of a breach by another party of any term of these Terms of Use does not operate as a waiver of another or continuing breach by that party of that term or any other term of these Terms of Use.
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