

EIR NET

Terms and Conditions of Use

By accessing this site, you agree to comply with the following terms (**Terms of Use**) that govern the use of the DibbsBarker client extranet (**EIR NET**):

1. You promise that you are either:
 - (a) an employee or contractor of a company or of a related body corporate which is authorised by DibbsBarker to access the EIR NET (**Client**) and the Client has authorised you to access and use EIR NET; or
 - (b) an employee or contractor of another organisation that is performing services for the Client (**Third Party**) and the Client has authorised you to access and use EIR NET.
2. You acknowledge that you are permitted to do the following things for the purposes of the Client:
 - (a) access and view information and documents (**EIR NET Content**) made accessible on EIR NET by DibbsBarker;
 - (b) download copies of EIR NET Content to a computer or computer system that is exclusively controlled by the Client or Third Party; and
 - (c) print and use copies of EIR NET Content.
3. You agree that you will:
 - (d) only access and use EIR NET using the username and password provided to you by DibbsBarker;
 - (e) not share or otherwise disclose your username or password to any other person and that you will keep your username and password in a secure place;
 - (f) not use EIR NET or any of EIR NET Content for the purposes of any person other than the Client;
 - (g) not attempt to access any other client EIR NET or any part of DibbsBarker's computer systems or networks other than those for which you have been granted access by DibbsBarker;
 - (h) immediately notify DibbsBarker, the Client and/or Third Party if you become aware of or suspect that:
 - (i) the security of your username and password or the security of any computer system or network from which you are authorised to access EIR NET has been compromised; or
 - (ii) EIR NET is being used by an unauthorised person or for an unauthorised use;
 - (i) not access or use EIR NET once you are no longer employed by or contracted to the Client or Third Party;

- (j) delete all records relating to EIR NET and EIR NET Content from any computer system that you keep after you are no longer an employee of or contractor to the Client or Third Party; and
 - (k) permit DibbsBarker to access and inspect any personal computer that you own or control upon DibbsBarker's request to make sure that these Terms of Use are being complied with.
4. You agree and acknowledge that:
- (l) EIR NET Content is not intended to be, nor does it constitute legal advice;
 - (m) legal and/or other professional advice should be sought on any particular situation before acting or relying on any EIR NET Content;
 - (n) all EIR NET Content is provided and made available by DibbsBarker on an 'as is' basis;
 - (o) to the extent permitted by law:
 - (i) DibbsBarker does not guarantee or warrant:
 - (A) the accuracy of any of EIR NET Content; or
 - (B) the availability of EIR NET or any of EIR NET Content;
 - (ii) all implied promises and other implied terms are excluded from these Terms of Use; and
 - (iii) DibbsBarker is not liable to you, the Client or Third Party for any loss, costs, damage or expenses suffered or incurred as a result of any unauthorised access to, or misuse of, EIR NET or any EIR NET Content, except to the extent that such loss, cost, damage or expense is caused by any failure by DibbsBarker to use reasonable care in implementing and maintaining security measures for EIR NET.
5. You acknowledge that the operation and use of EIR NET is governed by an agreement between the Client and DibbsBarker. In the event of any inconsistency between that agreement and these Terms of Use, that agreement will prevail.
6. These Terms of Use are governed by the laws of New South Wales and the courts of New South Wales will have non-exclusive jurisdiction over disputes arising from these Terms of Use.