

Reference is made to the website www.allclass.com.au, the website www.allclassnorth.com.au and any other websites (together the "Allclass Website") that is owned, operated, and maintained by Postville Pty Ltd ("Allclass") from time to time.

Reference is made to the Facebook pages and Instagram pages of "Allclass Construction Equipment" and any other Facebook pages, Instagram pages and/or pages of any social media provider (together the "Allclass Social Media Pages") that are operated and maintained by Allclass from time to time.

Please read these terms and conditions of use, version ATOWU2019-01 with effective date 31 May 2019 ("Terms and Conditions"). Your use of the Allclass Website and/or any of the Allclass Social Media Pages, as applicable (the "Allclass Website and Social Media Pages") indicates your acceptance and agreement to the Terms and Conditions.

Allclass may change the Terms and Conditions at any time without prior notice and without recourse. You are responsible for checking the Allclass Website and Social Media Pages for the most current version of the Terms and Conditions whenever you use the Allclass Website and Social Media Pages and if you are unable to locate such Terms and Conditions you must contact Allclass for such Terms and Conditions prior to use of the Allclass Website and Social Media Pages. The Allclass Website and Social Media Pages contains links to other websites and social media pages of Allclass, its affiliates, and third parties. Note that your use of any of those websites and/or social media pages indicates your acceptance and agreement to the terms and conditions of the respective websites and social media pages.

1. Prohibited Conduct.

When using or referring to the Allclass Website and Social Media Pages you agree not to: (a) Violate any laws, regulations, or ordinances; Commit or aid criminal acts; (b) Engage in actions that may cause any person disadvantage, loss, or damage to Allclass, any of its affiliates, or any person whomsoever; (c) Violate the legal rights, such as property rights or privacy, nor defame the reputation of Allclass, its affiliates or any person whomsoever; (d) Engage in actions that violate the standards of public order and decency; (e) Upload, use, distribute, or provide in any way a software program or data, such as a computer virus, intended to damage the Allclass Website and Social Media Pages, servers, computers, or any other property of Allclass, its affiliates and any person whomsoever; (f) Use another person's e-mail address or social media account or other contact method with the intention of misleading Allclass, its affiliates or any person whomsoever; and/ or (g) Any other activities that Allclass deems in its sole discretion to be inappropriate.

2. Disclaimers

You agree and acknowledge that: (a) All information in the Allclass Website and Social Media Pages is for descriptive purposes only; (b) Allclass do not make any representation or warranty, whatsoever, to any person, whomsoever, that the information in the Allclass Website and Social Media Pages is correct, accurate and/or complete; (c) Neither Allclass nor any of Allclass's affiliates are liable for any loss or damage whatsoever, howsoever arising, whether direct, indirect or consequential, that any person, whomsoever, incurs or may incur as a result of and/or in connection with any matter, whatsoever, relating to the Allclass Website and Social Media Pages or any information in the Allclass Website and Social Media Pages, including but not limited to loss or damage incurred as a result of or in connection with: (i) any misstatement in the Allclass Website and Social Media Pages; (ii) any misleading information and/or misrepresentation in the Allclass Website and Social Media Pages; (iii) any reliance by any person whomsoever on any information in the Allclass Website and Social Media Pages; (iv) the accuracy, timeliness, or availability of the Allclass Website and Social Media Pages, or any products, services, information or any other thing in or relating to the Allclass Website and Social Media Pages; (v) the safety of the Allclass Website and Social Media Pages or the server (and without limitation to the foregoing, in no event shall Allclass be liable for any loss or damage caused by equipment shutdown due to disaster, line problems/failure, or maintenance; (vi) computer viruses, corrupted files, or any other similar software or data; or data tampering, unauthorized access, or leakage by third parties); and/or (vii) any other matter whatsoever, howsoever arising, relating to or in connection with the Allclass Website and Social Media Pages or the information in the Allclass Website and Social Media Pages; (d) You are an Australian resident that is over 18 years of age; (e) Allclass are not the manufacturer of any of the products set out in the Allclass Website and Social Media Pages and that any person that uses any of the products referred to in the Allclass Website and Social Media Pages (or in any other information provided by Allclass from time to time) must only use such products in accordance with applicable laws and regulations, and in accordance with such product's applicable instruction manuals issued and/or authorised by such product's original equipment manufacturer (OEM); (f) Pictures, photographs, images and videos in the Allclass Website and Social Media Pages are for illustration purposes only; (g) Specifications and other information about products referred to in the Allclass Website and Social Media Pages are sourced from Allclass's suppliers of such products; (h) Allclass may change and/or alter the contents of the Allclass Website and Social Media Pages and suspend or discontinue the services provided through the Allclass Website and Social Media Pages at any time without notice without recourse (and without limitation to the terms herein, Allclass shall not be liable for any loss or damage arising out of any change or alteration to the contents and suspension or closure of the Allclass Website and Social Media Pages, regardless of the reason); (i) Any information in the Allclass Website and Social Media Pages or which Allclass otherwise provide from time to time about certain products only relate to such products to the extent Allclass supply them or are in the business of supplying them; (j) Allclass have the final interpretation of the contents of the Allclass Website and Social Media Pages; For the avoidance of doubt, and notwithstanding anything in the Allclass Website and Social Media Pages, any goods and/or services supplied by Allclass are only supplied subject to the Allclass standard terms of business, available upon request, on allclass.com.au and/or on allclassnorth.com.au, that are applicable to certain offers by, supplies by, agreements with, dealings with and/or other matters relating to Allclass from time to time, as amended and/or replaced from time to time by way of publication on allclass.com.au and/or allclassnorth.com.au and/or by way of other notice (the "Allclass Standard Terms of Business"); (k) Any person who has accessed or used the Allclass Website and Social Media Pages is taken to have notice of the Allclass Terms of Business; (l) Any purchaser of products referred to in the Allclass Website and Social Media Pages or in other information Allclass may provide, must confirm the specifications of such product from the supplier of such products prior to entering into an agreement to the purchase such products from such supplier and must not rely on any specifications or information, whatsoever, in the Allclass Website and Social Media Pages; and (m) The Allclass Website and Social Media Pages may provide information about products

and services that are not available. The Allclass Website and Social Media Pages is not always designed to provide information that is currently available.

3. Intellectual Property

(a) Rights in intellectual property (including but not limited to rights in copyright, trademarks and patents) to the documents, images, voices, logos, names, content, and other information and materials on the Allclass Website and Social Media Pages belong to Allclass and/or certain third parties, as applicable, unless otherwise specified. All materials on the Allclass Website and Social Media Pages are protected by intellectual property laws. Except for personal use and except to the extent defined in the Allclass Website and Social Media Pages, you are prohibited from using, duplicating, altering, uploading, posting, sharing, sending, distributing, lending, transferring, selling, publishing and doing anything else whatsoever with any of materials on this Allclass Website and Social Media Pages without the express written permission of Allclass (or the applicable owner or authorised user of such intellectual property).

(b) The respective Terms and Conditions contained herein or on other pages on each of the content pages, if any, supersede any other terms and conditions. Software that is made available from the Allclass Website and Social Media Pages is the copyrighted work of the respective owners. Use of such software is subject to the terms and conditions of each end-user license agreement between the owner of such software and the end-user thereof, in addition to copyright laws and other applicable international laws and treaty provisions.

4. Links to other websites and/or social media pages

(a) Third party websites and/or social media pages linked to or from the Allclass Website and Social Media Pages ("Linked Site(s)") are independently operated and maintained by such third parties and are not under the control of Allclass. Use of the Linked Site shall be subject to the terms and conditions stipulated by the operator of each Linked Site. Allclass assumes no responsibility for the contents of any Linked Site. Without limitation to Clause 2 (Disclaimers) of these Terms and Conditions, in no event shall Allclass be liable for any loss or damage incurred by accessing or using any Linked Site.

(b) Nothing contained on the Allclass Website and Social Media Pages shall be interpreted as a recommendation and/or endorsement by Allclass of the contents of the Linked Sites, and any information, products and/or services appearing on and/or provided through such Linked Sites. Nothing contained herein shall be deemed to constitute a partnership or similar relationship between the operators of the Linked Sites and Allclass.

5. General Agreements and Acknowledgements

(a) Upon submitting any information onto the Allclass Website and Social Media Pages, you hereby grant to Allclass a perpetual 'royalty free' licence to reproduce, publish, perform, communicate to the public, edit, adapt, post, share and/or otherwise use such information (or any information related to such information) by any method and any means now or hereafter invented. You agree that for the avoidance of doubt, Allclass is entitled to use such information, or any information related to such information (together such information being, the "Relevant Information"), in any manner and for any purpose whatsoever, at Allclass' sole and absolute discretion, including but not limited to using such Relevant Information for any communication, promotional, marketing and/or publicity purposes, for an unlimited period of time without any reference, payment or compensation (in any form whatsoever including without limitation royalties) to you or any other person whomsoever, and without any notice to, or consent of, the you or any other person whomsoever.

(b) Without limitation to Clause 2 (Disclaimer), you agree and acknowledge that: (i) and are warned that, some or all content on the Allclass Website and Social Media Pages may contain information that infringes the Allclass Guidelines; (ii) Allclass and its affiliates disclaim all liability whatsoever howsoever arising for and/or directly or indirectly relating to, are not responsible for, and do not endorse, condone or support any content, at any time even if: (1) Allclass publishes or distributes such information in any manner whatsoever (whether by liking, posting, reposting or sharing such information or otherwise); and/or (2) Allclass does not remove or attempt to remove such information from the Allclass Website and Social Media Pages or anywhere else; (iii) Allclass is not responsible for removing any content from the Allclass Website and Social Media Pages that contains or may contain Offensive Information and/or information that infringes the Allclass Guidelines; (iv) that you must not and will not copy or recreate, nor will you try to copy or recreate, situations or conduct from (or that appears to be displayed in) any content displayed on or directly or indirectly through the Allclass Website and Social Media Pages from time to time; (v) if you submit or attempt to submit content on Allclass Website and Social Media Pages you do so at your own risk; (vi) if you view, like, share or otherwise participate with the Allclass Website and Social Media Pages in any manner whatsoever, you do so at your own risk; (vii) For the avoidance of doubt, Allclass is not responsible for any content on the Allclass Website and Social Media Pages that is submitted or viewed or participated with by any person whomsoever; (viii) To the extent permitted by applicable law, you agree to defend, indemnify and hold forever harmless Allclass and Allclass' affiliates, and Allclass' and Allclass' affiliates' officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (1) your use or participation with the Allclass Website and Social Media Pages; (2) your violation of any term of these Terms and Conditions; (3) your violation of any privacy right, contractual right, property right, intellectual property right (including but not limited to any copyright), and/or any other right of any person whomsoever, in connection with the Allclass Website and Social Media Pages; (4) your breach of any tortious, contractual, statutory or any other duty; and/ or (5) any claim made in relation to the content submitted; (ix) Allclass and its affiliates disclaim all liability whatsoever howsoever arising for and/or directly or indirectly relating to, are not responsible for, and do not endorse, condone or support, any content published on Allclass Website and Social Media Pages by any means whatsoever, at any time, by any person whomsoever; and (x) You are warned that Allclass Website and Social Media Pages may contain content that is offensive and/or disturbing, such as (without limitation) conduct that is or may be illegal, dangerous and/or hazardous. You must not try to copy and/or recreate any conduct that is or appears to be displayed in any such content.

(c) By sending any comment, questions, information, proposals, ideas, etc. ("Comments") to Allclass, then such Comments will be treated with the understanding that you agreed to the following terms: (i) Allclass will not treat the Comments as confidential or proprietary information; (ii) Allclass will not assume any obligation to consider, evaluate, or adopt the Comments; and (iii) Even if Allclass adopts any comments identical or

similar in part or in whole to the Comments, Allclass assumes no responsibility and shall not be liable for any compensation.

6. Privacy Policy and Consent

Upon using the Allclass Website and Social Media Pages, you consent to the Allclass Privacy Policy, available upon request or on the website allclass.com.au or allclassnorth.com.au, as amended and/or replaced from time to time by publication or notice on website allclass.com.au or allclassnorth.com.au, or otherwise by notice to you, and you further consent that: (1) Allclass may transfer your personal information overseas (including but not limited to the Philippines and/or India); (2) without limitation to the foregoing, Allclass may disclose personal information to overseas entities who provide administrative services to Allclass and who are entities that are not Australian entities and that are not regulated by the Australian *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**) in the Privacy Act, and that by consenting to this Privacy Policy you consent to the disclosure of your personal information to these overseas recipients, on the basis that if these recipients engage in any act or practice that contravenes the APPs they would not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act; and (3) some third parties that Allclass transfer information to may not be regulated by the Privacy Act and the Australian Privacy Principles in the Privacy Act and if any third party engages in any act or practice that contravenes the Australian Privacy Principles, it would not be accountable under the Privacy Act and you will not be able to seek redress under the Privacy Act.

7. Link to the Allclass Website and Social Media Pages

You can link any website and/or social media page to the Allclass Website and Social Media Pages, if you inform Allclass of the URL of the linked website or social media page and the name of the contact person provided however (1) Allclass expressly confirm this is acceptable with you in writing, and (2) you agree to the following: (a) Without limitation to Clause 2 (Disclaimers) of these Terms and Conditions, in no event will Allclass be liable for loss or damage incurred by linking to the Allclass Website and Social Media Pages, nor will Allclass be liable for any loss or damage as a result of anything relating to your website and/or social media pages or any other matter whatsoever; (b) Allclass assumes neither the responsibility nor the obligation for the link to the Allclass Website and Social Media Pages; (c) Linking to the Allclass Website and Social Media Pages does not in any way whatsoever indicate the grant of any rights from Allclass to any person whomsoever; (d) The URL and contents of the Allclass Website and Social Media Pages may be changed or deleted by Allclass at any time without prior notice. Notification of changes or deletion of the contents will not be provided; (e) You will not make any cross-links; (f) You sure that the Allclass Website and Social Media Pages is presented in a way that permits a third party to clearly understand that the Allclass Website and Social Media Pages content belongs to Allclass, e.g., the Website should not appear within a frame of another website; (g) You do not use our logo without express written permission; (h) You only do this for a one (1) month period unless Allclass has otherwise agreed in writing; (i) You will stop linking your website and/or social media pages immediately upon Allclass's request; Links from websites and/or social media pages in breach of the Allclass Guidelines will be denied.

8. Applicable Laws and Jurisdiction.

Use of the Allclass Website and Social Media Pages and the Terms and Conditions shall be governed by and construed in accordance with the laws of Queensland, Australia, unless otherwise specified. All disputes and lawsuits over use of the Website, unless otherwise specified, shall be submitted to the Courts of Queensland, Australia.

9. Defined Terms.

For the purposes of these Terms and Conditions, unless the contrary intention appears, the following capitalised terms have the following meanings: (a) "Allclass Guidelines" means that any content submitted on Allclass Website and Social Media Pages by any person other than Allclass: (i) must comply with, must display activity, conduct or any other matter that complies with, and must have been produced, prepared, created, published and submitted in accordance with and subject to, any applicable laws, regulations and industry standards; (ii) must ensure any products or equipment used in, or used in connection with, such content: (1) for their reasonably intended purpose; (2) their fit and proper purpose; (3) in accordance with any applicable operator manuals; and (4) in accordance with any applicable laws, regulations and industry standards; (iii) must comply with any applicable terms and conditions of Google, You Tube, Facebook, Instagram, Twitter and other websites or social media outlets as are applicable; (iv) must not contain or appear to contain Offensive Information; (v) must be an original work of the person submitting the content; (vi) must not infringe or breach any privacy rights, contractual rights, tortious rights, statutory rights, property rights, intellectual property rights (including but not limited to any person's copyright and/or any other intellectual property rights) or any other rights whatsoever or any person whomsoever; and (vii) must not in the opinion of Allclass, in Allclass' sole and absolute discretion, adversely affect, in any manner whatsoever, and to any extent whatsoever, Allclass', or any of Allclass' affiliates', businesses, or any aspect of, or any matter that relates to, their respective businesses in any way whatsoever (including but not limited to Allclass' or Allclass' affiliates' brands, products, directors, officers, employees and suppliers); and (b) "Offensive Information" means any information that is: (i) anything that is offensive, defamatory, derogatory, disturbing, sexist, sacrilegious, racist or that offends on a religious, ethnic or cultural basis; (ii) any pornography, nudity or sexually explicit acts; (iii) any violence, abuse or humiliation of any person, animals or property; (iv) any drugs or substance abuse; (v) any person or property in a, or possibly in a, illegal, dangerous or hazardous situation, or any act, omission or any other conduct whatsoever that is illegal, dangerous, hazardous; (vi) any act, omission or any other conduct whatsoever that infringes any applicable laws, regulations or industry standards; (vii) any shock items such as dead or severely injured bodies of any person or animal; (viii) any hate speech which attacks or demeans a person or a group in the community; and/ or (ix) any predatory behaviour, stalking, threats, harassment, invasion of privacy, or the revealing of other persons' personal information.