

Website Terms of Use

1. Overview

- 1.1 The Precision Group (**we, us, our**) is a group of Australian private property investment companies, and includes the companies listed at <http://www.precision.com.au/precision-list-of-companies>.
- 1.2 We own and operate this website and other websites which reference these website terms of use (in each case, the **Website**) and provide each Website to the user of the device that connects to the Website (**you** and **your**) in accordance with these website terms of use (**Website Terms of Use**) and our Privacy Policy available at <http://www.precision.com.au/privacy-policy> (**Privacy Policy**).
- 1.3 By accessing, using and remaining on the Website, you acknowledge that you have read, understood and agree to be bound by these Website Terms of Use and our Privacy Policy. If you do not agree to these Website Terms of Use and our Privacy Policy, you must not access, use or remain on, the Website.
- 1.4 We reserve the right to change the terms of these Website Terms of Use from time to time for any reason and without notice to you. Continued use of the Website by you constitutes your binding acceptance of such revisions, amendments, and modifications. This document was last updated on 18 June 2018.

2. Acknowledgements

- 2.1 You acknowledge and agree that:
 - (a) we may require you to register an account with us (**User Account**) in order to access certain features or services offered on or through the Website (including setting up a user ID and password) and you must ensure that all information that you provide when registering for a User Account is true, accurate, complete and current and keep your registration and log in details confidential;
 - (b) the Website, in whole or in part:
 - (i) may contain information derived from third party sources;
 - (ii) may contain information that is incomplete, inaccurate or out of date;
 - (iii) is provided as a complimentary service 'as-is' and 'as available' without any warranties, express or implied;
 - (iv) may not be operational or available at any time, or may not operate continuously without error or interruption, for any reason (including because of any planned maintenance or unavailability of any service); and
 - (v) is unencrypted, and there are security, privacy, data loss and confidentiality risks inherent in accessing or using unencrypted websites such as the Website (**Website Risks**);
 - (c) the Website may contain links to other websites operated by third parties, including retailers in our centres (**Third Party Websites**) and your access to, and use of, those Third Party Websites will be governed by any separate terms of use provided by the operator of the relevant Third Party Website;

- (d) we do not actively monitor access to, and use of, the Website under normal circumstances, nor do we exercise editorial control over, or monitor, review, endorse or otherwise approve of, or take any responsibility for, the content or operators of any Third Party Websites that may be accessible through the Website;
- (e) the Website may include information or advertisements relating to products or services that are sold or provided by retailers in our centres (**Retailer Products or Services**) and:
 - (i) the prices for Retailer Products or Services may change from time to time without notice;
 - (ii) we do not review or control, and are not responsible for, any information or advertisements relating to those Retailer Products or Services (including any prices) or your purchase, or attempted purchase, of those Retailer Products or Services (including through any Third Party Website); and
 - (iii) you must refer to any terms and conditions of the applicable retailers relating to any Retail Products or Services (including any terms set out on any applicable Third Party Websites) before making any decision to purchase any Retail Products or Services;
- (f) the Website contains general information only and does not take your personal circumstances into account, and you must consider whether any information on this Website, or any Third Party Website, is right for you before making a decision and seek professional independent tax or financial advice;
- (g) at all times while accessing or using the Website, you must comply with all applicable laws, statutes, ordinances and regulations in any relevant jurisdiction relating to your access to, or use of, the Website and these Website Terms of Use, and you assume all responsibility relating to:
 - (i) any Website Risks, including taking any precautions to address those Website Risks (such as encrypting confidential transmissions, backing up any data and protecting your system or device with a firewall);
 - (ii) your access to, or use of, the Website, including relating to any content, information and other materials you access or transmit via the Website;
 - (iii) access to, or use of, the Website that occurs in connection with your system, device or User Account, including if you permit another person to use your system, device or User Account; and
 - (iv) the security of your system, device, data and any transmissions you make or receive (including password security and safeguarding against hackers, viruses or other malicious code);
- (h) internet transmissions are never completely private or secure and we cannot guarantee that your data will not become lost, damaged, corrupted or intercepted in the course of you accessing or using the Website;
- (i) we may:
 - (i) collect, use, store and handle personal information about you and any other information you provide or transmit in connection with the Website in accordance with our Privacy Policy;

- (ii) remove any content from the Website at any time for any reason without notice;
- (iii) terminate, suspend or restrict your access to, or use of, all or part of the Website at any time for any reason without notice;
- (iv) alter the registration requirements for User Accounts, or terminate or suspend your access to all or part of a User Account at any time for any reason without notice; and
- (v) take any actions we consider appropriate against you if we reasonably believe that your use of the Website amounts to an unlawful act and/or breaches these Website Terms of Use, including involving relevant investigative bodies or authorities.

2.2 You acknowledge and agree that:

- (a) we own, control or license the copyright in all material and information on the Website, including any logo, design, floorplan, text, graphic, user interface, visual interface, photograph, trademark, sound, download, service, computer code and any arrangement of them (**Content**); and
- (b) our name and all associated trademarks, service marks and logos are registered or unregistered trademarks of the Precision Group (see clause 1.1), and any other trade marks appearing on this Website may be owned, controlled or licensed by us (**Trademarks**).

3. Limitations on use

3.1 You must not, and must not permit a third party to:

- (a) use this Website, or any Content or Trademarks that appear on the Website, other than for your own personal use;
- (b) do anything to alter, modify or add to any Content or Trademark;
- (c) copy, reproduce, adapt, distribute, sell, republish, download, display, post, store or transmit any Content or Trademarks in any form or by any means;
- (d) use any method or process for the purpose of obtaining, processing, copying, distributing, republishing, downloading, displaying, posting, transmitting, replicating, reconfiguring, reproducing, viewing, uploading, posting, assessing, analysing, altering, modifying, publically displaying, encoding, translating, transmitting or repackaging the Website or any Content or Trademarks in any form or by any means;
- (e) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Website, or any transaction being conducted on the Website, or with any other person's use of the Website;
- (f) link, frame or mirror any part of the Website in any way;
- (g) directly or indirectly modify, copy, reverse engineer, decompile, disassemble, unbundle, re-sell, on-supply or create derivative works based on, or otherwise attempt to determine the source code or algorithms for, the software underlying the infrastructure and processes associated with the Website, or the Website itself;
- (h) probe, scan or test the vulnerability of the Website or any network connected to the Website, or breach (or attempt to breach) any technological or authentication measures on the Website or any network connected to the Website;

- (i) circumvent disable, or otherwise interfere with (or attempt to circumvent disable, or otherwise interfere with) any technological or authentication measures that control the security of the Website, including access to, or use of, the Website;
- (j) reverse look-up, trace (or attempt to trace) any information on any other user of or visitor to the Website, or any of our customers or retailers, to its source, or exploit the Website or any service or information made available through the Website, in any way for the purpose of revealing any information;
- (k) use the Website in a manner that:
 - (i) breaches any applicable law, statute, ordinance or regulation, or causes any other person to breach any law, statute, ordinance or regulation;
 - (ii) creates any liability (civil or criminal) for us or any of our third party service providers;
 - (iii) interferes with, disrupts or creates undue burden on, the performance of the Website, our networks or equipment;
 - (iv) infringes any intellectual property rights and related rights, anywhere in the world, registered or unregistered (including patents, copyright (including software), rights in circuit layouts, registered designs, trade marks, know-how, inventions and the right to have confidential information kept confidential, and any application or right to apply for registration of any of these rights) of any other person or entity; or
 - (v) introduces any computer code that is intended to be, or is (regardless of intent), harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data (including viruses, worms, spyware, adware, keyloggers, and trojans and any new types of programmed threats that may be classified) (**Harmful Code**) into our networks or equipment; or
- (l) use the Website to:
 - (i) access (or attempt to access) any data, system, network, service or communication which you are not authorized to access;
 - (ii) access or collect (or attempt to access or collect) any information relating to any other person or our business methodologies or systems;
 - (iii) engage in harassment, bullying, stalking, discrimination, hacking or the dissemination of Harmful Code;
 - (iv) disseminate adult content or content which involves or encourages discrimination, racism, bigotry, hatred, physical harm, nudity or violence, or which is offensive, abusive, threatening, defamatory or libellous; or
 - (v) otherwise engage in improper, offensive, threatening, obscene, illegal or infringing activities, including but not limited to terrorism, child pornography and drug trafficking.

4. Cookies

- 4.1 The Website may use 'cookies' as part of its interaction with your internet browser. A 'cookie' is a small text file placed on your computer for a pre-defined period of time by our website server for later retrieval.
- 4.2 Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.
- 4.3 We use cookies to identify specific machines and website interactions in order to collect aggregate information on how visitors are experiencing the Website. This information will help to better adapt the Website to suit our customers' requirements. While cookies allow a computer to be identified, they do not permit any reference to a specific individual.

5. Exclusions and limitations on liability

- 5.1 With the exception of any right or guarantee you may have:
- (a) under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the corresponding provisions of the fair trading legislation (**ACL**); or
 - (b) in relation to the supply of services (such as terms implied into a contract), that cannot lawfully be excluded (**Consumer Guarantees**) that might apply, we exclude any implied condition, warranty or guarantee relating to the Website.
- 5.2 Subject to clause 5.5, we:
- (a) will not be liable for a breach of these Website Terms of Use to the extent the breach is caused by an event or circumstance that was beyond our reasonable control; and
 - (b) exclude any and all liability to you for any and all losses, damages, costs and expenses suffered or incurred by any person, howsoever caused, whether arising in contract or tort (including negligence) or under any statute or under any other cause of action (**Losses or Loss**) that you suffer or incur relating to:
 - (i) your use of, or access to, the Website or any Third Party Websites, or your breach of these Website Terms of Use;
 - (ii) your inability to access or use the Website for any reason;
 - (iii) the security of any data (including personal information and sensitive information such as credit card details) you transmit, or attempt to transmit, through the Website, including via downloads and uploads;
 - (iv) any loss, damage, corruption or interception of your data in the course of you accessing or using the Website, including as a result of any interruption in the Website or a security breach on or through the Website;
 - (v) any purchase of, or attempt to purchase, any Retailer Products or Services (including in purported reliance on any information or advertising on our Website or any Third Party Website); or
 - (vi) us taking any of the actions contemplated by clause 2.1(i).
- 5.3 Subject to clause 5.5, we exclude any and all liability to you for the following types of Loss (**Excluded Loss**):

- (a) Loss of profits, revenue, anticipated savings, good will, reputation, production or opportunity;
 - (b) Loss or corruption of your data or systems and the costs of rekeying or restoring that data;
 - (c) the cost of repair or replacement;
 - (d) any Loss suffered or incurred by you relating to a claim against you by a third party;
 - (e) any Loss that cannot fairly and reasonably be considered to have arisen directly and naturally from the event or circumstance, or series of events or circumstances, that gave rise to that Loss; and
 - (f) any indirect, consequential, incidental or special Loss that is not otherwise excluded.
- 5.4 Subject to clause 5.5, if our liability cannot be excluded by law, we limit our liability to you for all Losses, in aggregate, to an amount equal to AUD\$1,000.
- 5.5 Clauses 5.2, 5.3 and 5.4 do not apply:
- (a) to our liability to you for Losses that you suffer or incur relating to our failure to comply with any Consumer Guarantee; or
 - (b) to the extent that they would cause us to contravene a law or cause the applicable clause to be void or unenforceable.
- 5.6 Our liability in respect of any breach of, or failure to comply with, any applicable Consumer Guarantee relating to the supply of services is limited to supplying the services again unless:
- (a) the services supplied are services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the ACL; or
 - (b) it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the ACL.
- 5.7 Without limiting clause 5.2(b)(iii), we will never ask you to confirm any sensitive information (including your account or credit card details) via email. If you receive an email claiming to be from us asking you for sensitive information, please ignore it and do not respond. The Australian Government has published additional information about protecting yourself online at <http://www.staysmartonline.gov.au/>.

6. Indemnity

- 6.1 To the fullest extent permissible by law, you indemnify us against Losses suffered or incurred by us or any of our directors, officers, employees, agents and representatives relating to any claim, settlement, cost or liability (including all reasonable legal costs and other professional costs on a full indemnity basis) of any kind or nature relating to your access to, or use of, the Website or your breach of these Website Terms of Use, including any Excluded Loss.

7. General

- 7.1 All prices quoted on the Website are in Australian dollars, unless otherwise indicated. Any prices quoted on the Website should be used as a guide only as they may change from time to time.

- 7.2 A waiver of a right, remedy or power under these Website Terms of Use must be in writing and signed by us. If we delay in exercising, fail to exercise or only partially exercise a right, remedy or power, this will not constitute a waiver of that right, remedy or power.
- 7.3 If we provide a waiver in accordance with clause 7.2, that waiver:
- (a) is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion; and
 - (b) does not preclude us from enforcing or exercising any other right, remedy or power under these Website Terms of Use nor is it to be construed as a waiver of any other obligation or breach.
- 7.4 These Website Terms of Use are governed by the law in force in the State of New South Wales, Australia. When you use the Website, you irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales, Australia and the courts having appeal from them.
- 7.5 We make no representation that the Website (including any content on the Website) complies with the laws (including intellectual property laws) of any jurisdiction outside of the State of New South Wales, Australia. You are solely responsible for complying with the law of the jurisdiction in which you access or use the Website. If a provision in these Website Terms of Use is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these Website Terms of Use for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Website Terms of Use.
- 7.6 In these Website Terms of Use the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.