

# Precision Group Platform Terms of Use

## 1 Overview

- (a) The Precision Group (**Precision Group, we, us, our**) is a group of Australian private property investment companies, and includes the companies listed at <https://www.precision.com.au/precision-group-list-of-companies>.
- (b) We own and operate this website, other websites, other online channels, social media accounts and associated mobile applications which reference these terms of use (in each case, the **Platform**). We provide each Platform to the user of the device that connects to the Platform (**you and your**) in accordance with these terms of use (**Terms of Use**) and our Privacy Policy available at <http://www.precision.com.au/privacy-policy> (**Privacy Policy**).
- (c) By accessing, using and remaining on the Platform, you acknowledge that you have read, understood and agree to be bound by these Terms of Use and our Privacy Policy. If you do not agree to these Terms of Use and our Privacy Policy, you must not access, use or remain on, the Platform.
- (d) We reserve the right to change the terms of these Terms of Use from time to time for any reason by posting the changes online. By accessing and using the Platform or the relevant services after the changes are posted, you are taken to have accepted such changes. These Terms of Use were last updated on **10 August 2021**.

## 2 Acknowledgements

- (a) You acknowledge and agree that:
  - (i) 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 Platform (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;
  - (ii) the Platform, in whole or in part:
    - (A) may contain information derived from third party sources;
    - (B) may contain information that is incomplete, inaccurate, or out of date;
    - (C) is provided as a complimentary service 'as-is' and 'as available' without any warranties, express or implied;
    - (D) 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

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- (E) is unencrypted, and there are security, privacy, data loss and confidentiality risks inherent in accessing or using unencrypted websites such as the Platform (**Platform Risks**);
- (iii) the Platform 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;
- (iv) we do not actively monitor access to, and use of, the Platform 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 Platform;
- (v) we will take reasonable steps to protect the information that you provide to us via the Platform, however, we cannot guarantee the information you transmit over the Platform or via the internet will be secure;
- (vi) the Platform 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:
- (A) the prices for Retailer Products or Services may change from time to time without notice;
- (B) 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
- (C) 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;
- (vii) the Platform contains general information only and does not take your personal circumstances into account, and you must consider whether any information on this Platform, or any Third Party Website, is right for you before making a decision and seek professional independent tax or financial advice;
- (viii) at all times while accessing or using the Platform, you must comply with all applicable laws, statutes, ordinances and regulations in any relevant jurisdiction relating to your access to, or use of, the Platform and these Terms of Use, and you assume all responsibility relating to:
- (A) any Platform Risks, including taking any precautions to address those Platform Risks (such as encrypting confidential transmissions, backing up any data and protecting your system or device with a firewall);
- (B) your access to, or use of, the Platform, including relating to any content, information and other materials you access or transmit via the Platform;

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- (C) access to, or use of, the Platform 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
  - (D) 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);
- (ix) 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 Platform;
- (x) we may:
- (A) collect, use, store and handle personal information about you and any other information you provide or transmit in connection with the Platform in accordance with our Privacy Policy;
  - (B) remove any content from the Platform at any time for any reason without notice;
  - (C) terminate, suspend or restrict your access to, or use of, all or part of the Platform at any time for any reason without notice;
  - (D) 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
  - (E) take any actions we consider appropriate against you if we reasonably believe that your use of the Platform amounts to an unlawful act and/or breaches these Terms of Use, including involving relevant investigative bodies or authorities.
- (b) You acknowledge and agree that:
- (i) we own, control or license the copyright in all material and information on the platform, 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
  - (ii) our name and all associated trademarks, service marks and logos are registered or unregistered trademarks of the Precision Group (see clause 1(a)), and any other trademarks appearing on this Platform may be owned, controlled or licensed by us (**Trademarks**).

### **3 Limitations on use**

- (a) You must not, and must not permit a third party to:
- (i) use this Platform, or any Content or Trademarks that appear on the Platform, other than for your own personal use;
  - (ii) do anything to alter, modify or add to any Content or Trademark;

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- (iii) copy, reproduce, adapt, distribute, sell, republish, download, display, post, store or transmit any Content or Trademarks in any form or by any means;
  - (iv) 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 Platform or any Content or Trademarks in any form or by any means;
  - (v) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Platform, or any transaction being conducted on the Platform, or with any other person's use of the Platform;
  - (vi) link, frame or mirror any part of the Platform in any way;
  - (vii) 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 Platform, or the Platform itself;
  - (viii) probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or breach (or attempt to breach) any technological or authentication measures on the Platform or any network connected to the Platform;
  - (ix) 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 Platform, including access to, or use of, the Platform;
  - (x) reverse look-up, trace (or attempt to trace) any information on any other user of or visitor to the Platform, or any of our customers or retailers, to its source, or exploit the Platform or any service or information made available through the Platform, in any way for the purpose of revealing any information;
  - (xi) use the Platform in a manner that:
    - (A) breaches any applicable law, statute, ordinance or regulation, or causes any other person to breach any law, statute, ordinance or regulation;
    - (B) creates any liability (civil or criminal) for us or any of our third party service providers;
    - (C) interferes with, disrupts or creates undue burden on, the performance of the Platform, our networks or equipment;
    - (D) 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, trademarks, 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

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- (E) 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
- (xii) use the Platform to:
- (A) access (or attempt to access) any data, system, network, service or communication which you are not authorized to access;
  - (B) access or collect (or attempt to access or collect) any information relating to any other person or our business methodologies or systems;
  - (C) engage in harassment, bullying, stalking, discrimination, hacking or the dissemination of Harmful Code;
  - (D) 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
  - (E) otherwise engage in improper, offensive, threatening, obscene, illegal or infringing activities, including but not limited to terrorism, child pornography and drug trafficking.

## 4 Cookies

- (a) The Platform may use 'cookies' as part of its interaction with your internet browser. A 'cookie' is a small text file placed on your website browser for a pre-defined period of time by our website server for later retrieval.
- (b) 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.
- (c) We use cookies to identify specific machines and website interactions in order to collect aggregate information on how visitors are experiencing the Platform. This information will help to better adapt the Platform to suit our customers' requirements.
- (d) While cookies allow a computer or mobile device to be identified, they do not permit any reference to a specific individual, unless you have previously subscribed to our Platform or submitted a form via our websites.

## 5 Exclusions and limitations on liability

- (a) With the exception of any right or guarantee you may have:
  - (i) under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the corresponding provisions of the fair trading legislation (**ACL**); or
  - (ii) in relation to the supply of services (such as terms implied into a contract),

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that cannot lawfully be excluded (**Consumer Guarantees**) that might apply, we exclude any implied condition, warranty or guarantee relating to the Platform.

- (b) Subject to clause 5(e), we:
- (i) will not be liable for a breach of these Terms of Use to the extent the breach is caused by an event or circumstance that was beyond our reasonable control; and
  - (ii) 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:
    - (A) your use of, or access to, the Platform or any Third Party Websites, or your breach of these Terms of Use;
    - (B) your inability to access or use the Platform for any reason;
    - (C) the security of any data (including personal information and sensitive information such as credit card details) you transmit, or attempt to transmit, through the Platform, including via downloads and uploads;
    - (D) any loss, damage, corruption or interception of your data in the course of you accessing or using the Platform, including as a result of any interruption in the Platform or a security breach on or through the Platform;
    - (E) any purchase of, or attempt to purchase, any Retailer Products or Services (including in purported reliance on any information or advertising on our Platform or any Third Party Website); or
    - (F) us taking any of the actions contemplated by clause 2(a)(i).
- (c) Subject to clause 5(e), we exclude any and all liability to you for the following types of Loss (**Excluded Loss**):
- (i) Loss of profits, revenue, anticipated savings, good will, reputation, production or opportunity;
  - (ii) Loss or corruption of your data or systems and the costs of rekeying or restoring that data;
  - (iii) the cost of repair or replacement;
  - (iv) any Loss suffered or incurred by you relating to a claim against you by a third party;
  - (v) 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
  - (vi) any indirect, consequential, incidental or special Loss that is not otherwise excluded.

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- (d) Subject to clause 5(e), 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.
  - (e) Clauses 5(b), 5(c) and 5(d) do not apply:
    - (i) to our liability to you for Losses that you suffer or incur relating to our failure to comply with any Consumer Guarantee; or
    - (ii) to the extent that they would cause us to contravene a law or cause the applicable clause to be void or unenforceable.
  - (f) 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 these services again unless:
    - (i) 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
    - (ii) it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the ACL.
  - (g) Without limiting clause 5(b)(ii)(C), 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

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 breach of these Platform Terms of Use, including any Excluded Loss.

## 7 General

- (a) All prices quoted on the Platform are in Australian dollars, unless otherwise indicated. Any prices quoted on the Platform should be used as a guide only as they may change from time to time.
- (b) A waiver of a right, remedy or power under these 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.
- (c) If we provide a waiver in accordance with clause 7(b), that waiver:
  - (i) 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

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- (ii) does not preclude us from enforcing or exercising any other right, remedy or power under these Terms of Use nor is it to be construed as a waiver of any other obligation or breach.
  - (d) These Terms of Use are governed by the law in force in the State of New South Wales, Australia. When you use the Platform, 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.
  - (e) We make no representation that the Platform (including any content on the Platform) 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 Platform. If a provision in these 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 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 Terms of Use.
  - (f) In these 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.
  - (g) We reserve the right to fully co-operate with any law enforcement authority regarding any matters where activities violate any applicable law. This includes following direction or requests to disclose the identity of, or any other information about, anyone posting unlawful content.