

Website Terms Of Use (Terms)

This website (Website) is owned and operated by Blueways Group Pty Ltd (ACN 602 991 711) of Chadstone Tower 1, Level 6, 1341 Dandenong Road, Chadstone, Victoria 3148 (Blueways, we us, our).

Your access to, and use of, the Website is subject to these Terms, as updated by us from time to time. By accessing, viewing or otherwise using this Website, You agree to be subject to and bound by these Terms.

1. Access

We agree to You accessing the Website and accessing or downloading Content from the Website in accordance with these Terms. You may use the Website solely for Your own lawful, personal and non-commercial purposes. You agree to comply with all rules, laws and regulations relating to Your use of the Website.

2. Website and Content

All Content available on the Website, including (without limitation) any statements, representations and information is of a general nature only. We retain complete discretion regarding the type of Content which will be made available through the Website. All Content available on the Website, including (without limitation) any statements, representations and information is of a general nature only and does not take into account Your personal circumstances. All designs, images and graphics included in the Content available on the Website are used for illustrative and indicative purposes only, and we reserve the right to amend these without notice to You at any time. The Content should not be relied upon as the basis of any decision You make relating to our services or transaction You enter into, or propose to enter into, with us. You should undertake your own enquiries and seek independent advice before making any decisions regarding the Content. Whilst we will endeavour to keep this Website and the Content up to date and accurate, we cannot guarantee that the Website or Content will be up to date or accurate.

3. Other agreements

These Terms only govern Your access to and use of the Website and not any other dealing or transaction you may have with Blueways. If You enter into any transaction or have any other dealings with us (whether via the Website or otherwise), then such transaction or dealings will be governed by the terms of a separate agreement between You and us.

4. Intellectual property

All trademarks on this Website are owned, or used under licence, by us. Nothing contained on this Website should be construed as us granting You any licence or right to use or reproduce any of these trademarks. The Content is protected by copyright laws and is owned, or used under licence, by us. You may view any Content on the Website for the purposes of accessing our Website in accordance with these Terms however you may not otherwise use, reproduce or exploit the Content, any intellectual property in the Content or any other intellectual property accessible on or via the Website without obtaining our prior written consent.

5. Compliance with directions

You agree to comply with all directions or instructions we notify you of from time to time regarding your access to and use of the Website and any Content (including any notice provided via the Website).

6. Content

You agree not to do any of the following (unless expressly permitted under these Terms or if You have obtained our prior written consent):

- (a) copy, reproduce, replicate, post or redistribute the Content or any portion thereof;
- (b) modify, copy, distribute, transmit, reproduce, publish, license, create derivative works from, transfer, sell or re-sell any Content obtained or derived from or through this Website;
- (c) use this Website or the Content for any commercial purpose; or
- (d) access, monitor or copy any Content using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.

You agree not to post, upload to, email, transmit, distribute, store, create or otherwise publish through this Website any Unacceptable Content.

7. Termination

We may at any time and without any obligation to give notice to You:

- (a) temporarily suspend or disable the Website or Your access to the Website (or any part of the Website, including access to any Content); or
- (b) permanently cease operating the Website.

You agree that You cannot make any claim against us for any loss suffered by You as a result of any action taken by us pursuant to this clause 7.

8. Variation

We may, at our sole discretion, vary or modify these Terms by posting the updated Terms on this Website. Any subsequent access to, or use of, this Website by You will constitute an acceptance of those varied Terms. You acknowledge and agree that we may, in our sole discretion, vary or modify the features or functionality of this Website or modify any Content from time to time without any requirement to provide prior notice of the variation or modification to You. It is Your responsibility to regularly check these Terms for any amendments.

9. Links

This Website may contain links to third party websites. These links are provided for convenience only and may not remain current or be maintained. These links do not indicate expressly or impliedly, any endorsement or approval by us of the third party websites or the products, services and information provided on such websites. We are not responsible for the content or privacy practices associated with linked websites. You acknowledge and agree that all access to and use of any such third party websites and use of the website's products, services and information is solely at Your own risk.

10. Cookies

- (a) We generally use cookies to make a record of your visits and track usage patterns.

The information we may record includes:

- (i) your server address;
- (ii) your top level domain name;
- (iii) the date and time of access to the Website;
- (iv) pages accessed and documents downloaded (if any);
- (v) the previous website(s) visited; and
- (vi) the type of browser software in use.

- (b) We use this information for various purposes, including:

- (i) to manage and improve the Website;
- (ii) statistical purposes; and
- (iii) to determine whether you have previously used parts of the Website or to identify the pages you have accessed.

Personal information collected as a result of our use of cookies will be collected, held and used in accordance with our privacy policy, which is available via link on our Website.

- (c) You can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. If You disable cookies on Your browser or device, You may not be able to fully experience all features of the Website.

11. Errors and defects

We do not guarantee that access to this Website will be uninterrupted or error free. The operation and functioning of our Website is reliant on our own, and our technology and telecommunications partners', operational processes in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in our Website being unavailable from time to time and You acknowledge that You may not be able to access the Website or any associated accounts or related services during such periods.

You must take Your own precautions to ensure that accessing the Website does not expose You to the risk of viruses, malicious computer code or other forms of interference or damage to data, hardware or software which arises in connection with Your use of the Website.

12. Liability

Nothing in these Terms should be interpreted as attempting to exclude, restrict or modify Your rights to make a claim in respect of any consumer guarantees or other applicable provisions of the Australian Consumer Law. If You are a 'Consumer' for the purposes of the Australian Consumer Law and the goods and services which we provide You in respect of Your access to and use of the Website are Non PDH Goods and Services, then our liability to You in relation to any claim relating to Your access and use of this

Website and the Content is limited, at our option to:

- (a) the supplying of the relevant services again; or
- (b) the payment of the cost of having the relevant services supplied again.

If You do not access this Website and the Content as a Consumer, then to the extent permitted by law, we exclude all liability for any loss incurred by You, however caused (including by our negligence), suffered by You in connection with Your access and use of this Website and the Content. This clause applies even if we knew or ought to have known that the relevant loss would be suffered.

Subject to the above, and to the maximum extent permitted by law, Blueways and its service providers, agents and contractors:

- (a) do not make any representations, warranties or endorsements (express or implied) as to the accuracy, completeness, legality, suitability or reliability of the information contained on the Website and in the Content; and
- (b) will not be liable in any way (including but not limited to liability for negligence) for any Loss that You or others may suffer arising out of or in connection with Your use or access of the Website or the Content, or any omissions from the Content.

13. Force Majeure

We will not be liable for a failure in the performance of obligations under these Terms by reason of strikes, riots, fire, explosions, acts of God, epidemics or pandemics, war, governmental action or direction, telecommunications or internet outages or any other cause which is beyond our reasonable control.

14. Overseas access

The Website may be accessed throughout Australia and overseas. We make no representations that the Content or the Website complies with the laws of any country outside Australia. If You access the Website from outside Australia, You do so at Your own risk and are responsible for complying with the laws in the place where You access the Website.

15. General

- (a) You may not assign Your rights or obligations under these Terms.
- (b) If any provision of these Terms is invalid or not enforceable in accordance with its terms, it is to be read down, if possible, so as to be valid and enforceable and will otherwise be capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.
- (c) All terms implied by law, except those that cannot be lawfully excluded, are excluded.
- (d) No provision of these Terms will be construed to the disadvantage of us merely because we were responsible for the preparation of the Terms or the inclusion of the provision in the Terms.
- (e) You must ensure that Your use of this Website complies with all applicable laws and regulations.
- (f) These Terms are governed by, construed and enforced in accordance with the laws of Victoria. You submit to the non-exclusive jurisdiction of the courts of Victoria.

16. Definitions

In these Terms, unless the context requires otherwise:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*

Content means any information, material and content on the Website, including without limitation, information, guidelines, handbooks, data, text, designs, images, graphics, materials, audio visual and other content available on the Website.

Consumer has the meaning given in section 3 of the Australian Consumer Law.

Loss means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment whatsoever, whether direct, indirect, consequential, exemplary, incidental, special or punitive.

Non PDH Goods or Services means goods or services which, for the purposes of the Australian Consumer Law, are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

Terms means these terms of use (as varied or updated by us from time to time).

Unacceptable Content means:

- (a) content which, in our reasonably held opinion, is obscene, offensive, upsetting, defamatory, illegal or inappropriate, infringes or appears to infringe the intellectual property rights of any person or contravenes or appears to contravene any applicable laws, regulations or codes of conduct;
- (b) content which is incorrect, false, misleading or defamatory; or
- (c) files with any viruses, malicious code or other conditions which could damage or interfere with data, hardware or software.

You or Your means any person who accesses the Website.

PO Box 103, Chadstone Centre, VIC 3148