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## TERMS AND CONDITIONS

### Website Terms of Use

This website is operated by Wirrina Corporation Pty Ltd and its related entities (together called "Wirrina") under the domain name [www.wirrina.com.au](http://www.wirrina.com.au) ("Website"). These terms of use apply to the Website.

In addition to the terms contained in this document, there are also specific terms which form part of the terms of use and govern your use of, and access to, certain sections of this Website. Since you are also bound by these additional terms, you should review them wherever they are accessible by you on the Website. In the event of any inconsistency between the provisions of these Website terms of use and those other specific and additional provisions, the specific and additional provisions will prevail.

By proceeding beyond the homepage you agree to accept these terms of use and Wirrina agrees to grant you a non-exclusive, non-transferable licence to use this Website in accordance with the conditions set out below.

We may revise these terms of use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these terms of use as amended.

Pursuant to this licence and subject to the absolute right of Wirrina to vary access to all or any part(s) of the Website, you acquire a non-exclusive right to:

- View the material in the Website.
- Access material contained in the Website.
- Use the Website strictly in accordance with the provisions of this licence.

### Website content

Wirrina is either the owner or the licensed user of the copyright in the materials and information on this Website including without limitation any logo, design, floorplans, text, graphic and their arrangement ("Content"). Unless we indicate otherwise you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without the prior written consent of Wirrina or the written consent of the copyright owner. You may access and use the Content and this Website for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content.

You acknowledge and agree that if you contribute Content to the Website, such Content will become the property of Wirrina and you hereby assign all rights, title and interests in and to such contributions to Wirrina.

Wirrina reserves the right to remove any Content from this Website at any time, for any reason including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content.

### Indemnity

You must indemnify and keep Wirrina (and its related bodies corporate, directors, officers, employees, agents and contractors) indemnified fully from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct, your use of this Website, your breach of provisions this licence, or your breach of any rights of third parties.

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### User Responsibility

In accessing this Website, you acknowledge and agree that:

- you must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. WIRRINA reserves (at its absolute discretion) the right to report potentially criminal activity to appropriate law enforcement agencies. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user;
- if WIRRINA issues you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not; and
- you have exercised your independent judgment and have not relied on any representation made by WIRRINA which has not been stated expressly in this licence or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by WIRRINA (which material may be out of date or superseded).

### Disclaimers

While WIRRINA has endeavoured to ensure that all information provided on this Website is complete, accurate or up to date, the Content and this Website are provided “as is” and “as available” and WIRRINA takes no responsibility for any error or omission relating to this information. The existence of inaccurate, incomplete or superseded material in this Website will not cause WIRRINA to be in breach of the terms of the licence.

To the maximum extent permitted by law, WIRRINA:

- disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement; and
- will not be liable for any cost, loss or damage suffered by you through your use of the Website or WIRRINA’s failure to provide access to the Website or any Third Party Websites or any information updates.

The Content may contain general information about WIRRINA’s products and services. Unless expressly stated otherwise, the Content does not:

- constitute an offer or inducement to enter into a legally binding contract;
- form part of the terms and conditions for WIRRINA’s products and services;
- purport to provide you with personal financial or investment advice of any kind; or
- take account of your particular financial position or requirements.

Your use of this Website including all Content, data or software distributed by, downloaded or accessed from or through this Website is at your own risk. Before taking or refraining from any action in reliance on the Content or this Website, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content including any information, predictions, opinions and statements contained in this Website.

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### Warranties

Wirrina does not warrant or make any representations:

- that this Website or the server that operates it is free from viruses or other corrupted materials or occasional outages or disruption to service which prevent you from accessing this Website; or
- in relation to the use or the results of the use of the Content or this Website as to their correctness, accuracy, reliability, or otherwise; or
- that use of this Website will be compatible with the hardware and software you are using to access it; or
- that the functions contained in this Website or Third Party Websites will be uninterrupted or without error, that defects will be corrected, or that electronic material in this Website and other Third Party Websites are free of harmful components.

Wirrina will not be liable for any indirect or consequential losses arising out of a breach of this licence, or arising out of the supply of a defective program or incorrect materials.

Subject to any responsibilities implied by law and which cannot be excluded, Wirrina (including our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or this Website (or material accessed via this Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on Wirrina, or implied into this licence, under any law are hereby excluded.

To the extent permitted by law, all implied terms are excluded. If any statute implies terms into this licence, which cannot be lawfully excluded, such terms will apply to this licence, save that the liability of Wirrina for breach of any such implied term will be limited to the maximum extent possible, at the option of Wirrina, to any one or more of the following:

- The replacement of goods or services to which the breach relates or the supply of equivalent goods or services.
- The repair of such goods or services.
- The payment of the cost of replacing the goods or services or of acquiring equivalent goods or services.
- The payment of the cost of having the goods repaired or the services performed again.

Nothing in this licence is intended to exclude, restrict or modify rights which you may have under the Trade Practices Act or any other legislation which may not be excluded, restricted or modified by agreement.

Wirrina reserves the right to make any change, add or remove any material in or from this Website without notice. Wirrina may also make improvements or changes in the products or programs described in the Content at any time without notice. For example, changes in circumstances after the date of publication may impact upon the accuracy of the Content.

### Privacy

Wirrina respects your privacy. The Privacy Policy applicable to this Website explains how personal data will be treated as you access and interact with this Website and can be accessed on the Privacy Policy page of this website.