

# 17 SPRING ST

MELBOURNE

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In these Terms, “you” means the person accessing or using this website and “us”, “we” and “our” means Cbus Property Pty Ltd (Cbus Property) and its related bodies corporate, affiliates, officers, employees, contractors, agents, advisors and representatives (Affiliates).

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6. To the maximum extent permitted by law, Cbus Property excludes all implied representations and warranties which might apply in relation to your use of the Website. You may have rights under the Australian Consumer Law in respect of any goods or services supplied to you under these Terms in which case our liability to you is limited to, at our election:
  - (a) in the case of goods supplied to you by Cbus Property or its Affiliates, replacement of the goods or supply of equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods or paying the cost of having the goods repaired;  
or
  - (b) in the case of services supplied or offered by Cbus Property or its Affiliates, the supply of the services again or paying the cost of having the services supplied again.
7. In no circumstances is Cbus Property or its Affiliates liable for any indirect or consequential loss or damages, loss of income, profits, goodwill, data, contracts, or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

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  - (a) reproduce, modify, communicate to the public, adapt, transfer or store any Content;
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  - (c) transmit any information forming part of the Website or the Content to any other user.
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  - (a) infringe any intellectual property rights (copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person;
  - (b) seek reimbursement from any other party for access to the Website or on-sell any information obtained from the Website;

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- (c) engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Website, conduct yourself in an offensive manner while using or accessing the Website, or use the Website for any illegal, immoral or harmful purpose;
- (d) submit, post, upload, email or otherwise send or transmit to the Website, or any user of the Website, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Website; or
- (e) interfere with the Website or the servers or networks underlying or connected to the Website or violate any of the procedures, policies or regulations of the Website or any networks connected to it.

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- 11. Cbus Property and/or its Affiliates may collect and disclose personal information obtained by Cbus Property and/or its Affiliates from your use of the Website. By accessing or using the Website you authorise Cbus Property to collect and disclose this personal information.
- 12. By accessing the Website, you may have access to personal information of Cbus Property and its Affiliates. As a condition of accessing and using the Website, you agree that you will comply with the National Privacy Principles contained in the Privacy Act 1988 (Cth) relating to access, disclosure and storage of personal information. You must ensure that appropriate levels of data security are in place in relation to all information accessed or downloaded from the Website, to ensure compliance with all obligations under these terms or relevant privacy laws.

## Applicable law

- 13. The content, operation and interpretation of this website and these terms and conditions will be governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of a dispute arising out of, or in connection with, this website.