

MAPEL BUILDING PTY LTD

WEBSITE TERMS OF USE

1. WEBSITE TERMS OF USE

- 1.1 Mapel Building Pty Ltd (ACN 088 066 862) (**Mapel Building**) owns and operates the website: www.mapel.com.au (**Website**). Access to and use of this Website is and the products and services available through this Website (collectively, **Services**) is subject to the following terms, conditions and notices (**Terms of Use**). By using the Services, you are agreeing to all of the Terms of Use, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Use.

2. AMENDMENTS TO TERMS OF USE

- 2.1 Mapel Building reserves the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of the Website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

3. WEBSITE

- 3.1 Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website at our sole discretion.

4. LINKED SITES

- 4.1 This Website may contain links to other websites (**Linked Sites**), which are not operated by Mapel Building. Mapel Building has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site. Links to other websites as shown on the Website are not an endorsement of these Linked Sites by Mapel Building and the clicking of these Linked Sites are at you, the user's, own risk.

5. PRIVACY POLICY

- 5.1 Our privacy policy, which sets out how we will use your information, can be found at www.mapel.com.au/privacy. By using this Website, you consent to the processing use and storage of your information described within the privacy policy and warrant that all data provided by you is accurate.

6. PROHIBITIONS

- 6.1 You must not misuse this Website. You will not:
- (a) commit or encourage a criminal offence;

- (b) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (c) hack into any aspect of the Service; corrupt data; cause annoyance to other users;
 - (d) infringe upon the rights of any other person, including their proprietary rights;
 - (e) send any unsolicited advertising or promotional material, commonly referred to as “spam”; or
 - (f) attempt to affect the performance or functionality of any computer facilities accessed through this Website.
- 6.2 Breaching this provision may constitute a criminal offence, Mapel Building reserves the right to report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- 6.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.
- 7. INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT**
- 7.1 The intellectual property rights in all software and content, including photographic images, maps, diagrams, drawings, designs, information, concepts and ideas, including all copies, extracts from or adaptations or derivatives of such content information, as well as the expression conveyed by way of the formatting, presentation, arrangement and layout, of any and all of that content (in isolation, or together in part or in whole and in any combination, together comprising the **Content**), made available to you on or through this Website remain the property of Mapel Building or its licensors and are protected by copyright laws and treaties around the world.
- 7.2 All such rights are reserved by Mapel Building and its licensors. You may store, print and display the content supplied solely for your own personal use. Where this occurs, this Content is to be kept in your sole possession and is to be kept confidential at all times.
- 7.3 You are not permitted to publish, manipulate, convert, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise in any form or at any time.
- 7.4 Unauthorised use of any Content may constitute a breach of Australian and international copyright law and be in direct contravention of the express covenant of confidentiality conferred under clause 7.2 of these terms. You are required to advise use immediately in writing if you believe any breach of our confidentiality, copyright or moral rights has occurred and immediately take whatever steps are necessary to minimise any damage or cost to Mapel Building on account of that breach. Mapel Building will seek to enforce its rights under relevant copyright and moral rights legislation and pursue recovery of damages in respect of any breach

of the confidentiality provisions outlined in these Terms of Use, to the full extent available under the law.

8. DISCLAIMER OF LIABILITY

8.1 Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.

8.2 To the fullest extent permitted by law Mapel Building hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

9. LINKING TO THIS WEBSITE

9.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

10. USE OF COOKIES

10.1 Our website uses cookies. A “cookie” is a small file stored on your computer's browser, which assists in managing customised settings of the website and delivering content. We collect certain information such as your device type, browser type, IP address, pages you have accessed on our website and on third-party website. You are not identifiable from such information.

10.2 You can use the settings in your browser to control how your browser deals with cookies. However, in doing so, you may be unable to access certain pages or content on our website.

10.3 Further detail on how Mapel Building uses cookies can be found in our Privacy Policy at: www.mapelbuilding.com.au/privacy.

11. DISCLAIMER AS TO OWNERSHIP OF TRADE MARKS, IMAGES OF PERSONALITIES AND THIRD PARTY COPYRIGHT

11.1 Except where expressly stated to the contrary, all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Mapel Building and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred

to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by, associated, or connected to Mapel Building.

12. INDEMNITY

12.1 You agree to indemnify, defend and hold harmless Mapel Building, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees on a full indemnity or own client solicitor basis (whichever is the greater) arising from your use of this Website or your breach of the Terms of Use.

13. VARIATION

13.1 Mapel Building must have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

14. INVALIDITY

14.1 If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

15. COMPLAINTS

15.1 Any complaints or queries regarding this website can be made directly via the “contact us” section of the Website.

REVISIONS TABLE

Rev	By	Date	Change Description