# **Stockland Website Terms of Use**

This website is operated by Stockland Corporation Limited, its related companies and trusts (together called "Stockland") under the domain name www.stockland.com.au ("Website"). These terms of use and the Privacy Statement apply to the Website.

Stockland includes the operating entities listed at www.stockland.com.au.

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 Stockland 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 Stockland 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.

### Links to other websites

The Website may contain links to other websites operated by third parties ("Third Party Websites"). Stockland does not endorse, or approve of the operators of Third Party Websites, or the information, graphics and material on those Third Party Websites ("Third Party Material").

Subject to any applicable law which cannot be excluded, Stockland makes no warranties or representations:

- regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or
- that Third Party Material does not infringe the intellectual property rights of any person. Stockland is
  not authorising the reproduction of Third Party Material by linking Material on this Website to Third
  Party Material.

When you follow a link on this Website, material at a Third Party Website may be displayed in your browser framed by material on this Website. This material is also Third Party Material for the purpose of these terms of use.

All offers to sell and statements relating to goods and services available on Third Party Websites are the responsibility of and given by the Third Party Website operator. In so far as such offers and statements are made on the Website, such offers and statements are made by Stockland on behalf of the operator. Stockland expressly disclaims acting in any other respect on behalf of Third Party Website operators.

Stockland may receive payments from operators of Third Party Websites in relation to goods or services supplied by the operator as a result of you linking to the Third Party Website from this Website.

A link to a Third Party Website does not mean that we endorse the content of that website. Your access to Third Party Websites may be governed by their own terms of use.

You may not create a link to this Website from another website or document without our prior written consent.

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Stockland 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 Stockland or the written consent of the copyright owner. You

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

Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions ("Feedback"), will be deemed to be non-confidential. Stockland has no obligation of any kind with respect to such Feedback and will be free to reproduce, exhibit, use, disclose, display, transform and distribute the Feedback to others without limitation. In addition, Stockland will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

Stockland 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 Stockland (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.

## Trademarks

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Any other trade marks appearing on this Website may be the trademarks of the relevant owners. You must not use any trademarks that appear on this Website without the written consent of the trademark owner.

## Your conduct when using this Website

You acknowledge and accept that your use of the Website indicates your acceptance of this licence and that you are responsible for all of your activity in connection with accessing the Website.

In accessing the Website, you must not:

- take any steps to obtain unauthorised access to this Website or any parts thereof that are not opened to public access;
- disrupt or interfere with or make attempts to disrupt or interfere with:
- the Website;
- any other user's enjoyment of this Website or Third Party Websites; or

- any services, system resources, accounts, servers or network connected to or accessible through this Website or Third Party Website;

- engage or make attempts to engage in any kind of illegal, criminal or tortious activity whatsoever through the use (whether direct or indirect) of the Website or Third Party Websites;
- use, copy or translate for commercial use, reproduce, adapt, vary or modify any material in any form in this Website without the express consent of Stockland except as expressly authorised by this licence;
- use any robot, spider or any other automatic device or manual process to monitor, copy or extract any web pages or any Content on this Website, without the prior written consent of Stockland;
- take any (or make attempts to take any) action that imposes an unreasonable or large load on the infrastructure of the Website;
- reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;
- post or transmit to or via this Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication; or
- use or attempt to use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity.

# Confidentiality

You must treat as confidential information all information (including marketing and commercial information) disclosed by Stockland on its website via Stockland Exchange or any similar member program offered from time to time.

You must not disclose Stockland's confidential information to any person except:

- (a) with Stockland's prior written consent;
- (b) if required by law; or
- (c) if it is in the public domain, other than as a result of a breach of these Terms of Use."

## **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. Stockland 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 Stockland 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 Stockland 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 Stockland (which material may be out of date or superceded).

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To the maximum extent permitted by law, Stockland:

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### Warranties

Stockland 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.

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Subject to any responsibilities implied by law and which cannot be excluded, Stockland (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 Stockland, 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 Stockland for breach of any such implied term will be limited to the maximum extent possible, at the option of Stockland, 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.

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Stockland reserves the right to make any change, add or remove any material in or from this Website without notice. Stockland 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.

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Stockland reserves the right, without notice and in its sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website at any time. All provisions of this Licence which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers and indemnities.

# Waiver

Failure or neglect by Stockland to enforce at any time any of the provisions of this licence shall not be construed or deemed to be a waiver of the rights of Stockland under this licence.

No waiver by Stockland of its rights under this Licence shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

#### Currency

A reference to "\$" or "dollars" throughout this Website is a reference to Australian currency, unless stated otherwise.

# Privacy

Stockland respects your privacy. The Privacy Statement 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 <u>Privacy</u> <u>page</u> of this website.

### Severability

If any parts of this Licence are deemed unlawful void or for any reason unenforceable then that provision may be severed from this Licence and it will not affect the validity and enforceability of the remaining provisions.

### Applicable law

This licence is governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia.