

## **LiFT Website Terms and Conditions**

LiFT Franchising Ltd (ACN 650 556 451) is the owner and operator of this website. By doing any of the following acts you agree to be bound by these terms and conditions:

expressly accepting these terms and conditions at any time, for example by clicking “I Accept” or “Proceed” or any clearly indicated activation phrase on your computer or other device;  
downloading any of our digital applications (App) or any upgrade to an App offered from time to time; or  
using the website.

These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website and any Apps, including our Privacy Policy.

These terms and conditions govern the use of all aspects of this website and all Apps so it is important that you read these terms and conditions carefully.

### **Terminology**

In these terms and conditions, the expressions “we”, “us” and “our” are a reference to LiFT Franchising Pty Ltd (ACN 650 556 451) and its affiliates.

### **Variation of terms and conditions**

We may amend, modify or otherwise update these terms at any time and we must use our reasonable efforts to notify you of those changes. We may give such notice by posting updated terms on the website and using our reasonable efforts to draw them to your attention. Your continued use of the website and/or any App constitutes an agreement by you that you accept these terms and any subsequent modification of these terms.

### **Your rights under law**

Your use of the website and the Apps will be subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded, including that services must be rendered with due care and skill and must be reasonably fit for the purpose contemplated. Nothing in these terms and conditions will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

### **Linked websites**

This website may contain links to other websites (linked websites). Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked websites.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless we explicitly specify otherwise.

### **Information and features available on the website**

All tools, features and information provided by us are provided in good faith. You accept that any such information provided by us is general information and is not in the nature of advice. Where applicable, we derive our information from sources which we believe to be accurate and up to date as at the date of publication. We nevertheless reserve the right to update this information at any time. In addition, we do not make any representations or warranties that the information we provide is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. To the extent permissible by law, we are not liable for any loss resulting from any action taken or reliance made by you on any information posted by us or the use of the tools or other features made available by us on the website.

The website does not purport to provide you with financial product or investment advice of any kind. The information available on the website does not take account of your particular financial or insurance requirements or circumstances. We recommend that you seek independent advice prior to acting on any information available via the website.

### **Disclaimer**

We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website, any App or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website or any App.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the

application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

if the breach relates to goods:

the replacement of the goods or the supply of equivalent goods;

the repair of such goods;

the payment of the cost of replacing the goods or of acquiring equivalent goods; or

the payment of the cost of having the goods repaired; and

if the breach relates to services:

the supplying of the services again; or

the payment of the cost of having the services supplied again.

### **Exception to disclaimer**

This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded or where it would be unreasonable for us to limit our liability in this manner.

### **Specific warnings**

You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.

We do not give you any assurances that any information contained on this website will be suitable for your purposes or that it will be error-free. You agree that you will not rely on the any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.

### **Copyright**

Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us.

Information procured from a third party may be the subject of copyright owned by that third party. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or

commercialise any information, products or services obtained from any part of this website;

without our written permission or, in the case of third party material, from the owner of the copyright in that material.

### **Trade marks**

Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trade mark.

If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:

in or as the whole or part of your own trade marks;

in connection with activities, products or services which are not ours;

in a manner which may be confusing, misleading or deceptive;

in a manner that disparages us or our information, products or services (including this website).

You must seek permission to use third party trade marks directly from the owner(s) of those trade marks.

### **Restricted use**

Unless we agree otherwise in writing, you are provided with access to this website and our Apps only for your bona fide personal use.

You agree that you will not (either yourself or via a third party):

use any data aggregation tool, spider, robot, screen scraper or other automatic device or process (Automated Device) to monitor, process or reproduce any web pages on the website or any of the information, content or data contained within or accessible through the website, without our prior written permission;

use any Automated Device to combine or aggregate information, content or data contained within or accessible through the website with information, content or data accessible via or sourced from any third party;

use any information on or accessed through the website for any commercial purpose (including the provision of pricing estimates or for market research) or otherwise for profit or gain (either directly or indirectly);

use any device, process, software or routine to interfere or attempt to interfere with the proper working of the website or any transaction or process being conducted on or through it;

take any action that imposes an unreasonably or disproportionately large load on the infrastructure of or bandwidth connecting to our website;  
reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or algorithm or process in respect of the software underlying the infrastructure and processes associated with the website; or  
copy, reproduce, alter, modify, create derivative works, communicate to the public any part of any content from the website without our prior written permission.

#### **Security of information**

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

#### **Indemnity**

You must indemnify us, our employees, agents and contractors against any claim by a third party arising out of:

your breach of these terms and conditions;  
your use of the links to third party websites or material on those websites; or  
your use of the material on our website or obtained via our Apps.

#### **Termination of access**

Access to this website or our Apps may be terminated at any time by us without notice. Those parts of these terms and conditions which by their nature continue after termination, nevertheless survive any such termination.

#### **Governing law**

These terms and conditions are governed by the laws in force in New South Wales Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

You accept that any disputes about this website or its contents are to be determined by the courts having jurisdiction in New South Wales, Australia in accordance with the laws in force in New South Wales, Australia (except any principle of conflict of laws inconsistent with this requirement).

This website may be accessed throughout Australia and overseas. We make no representation that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you are responsible for ensuring compliance with all laws in the place where you are located.

#### **General**

We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.

If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.