

## JMC GROUP PTY LTD WEBSITE TERMS OF USE

These terms and conditions apply to the use of this website. In using this website, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, you must refrain from using this website.

### Terminology

In these terms and conditions, the expressions 'we', 'us' and 'our' are a reference to JMC Group Pty Ltd ACN 102 930 772 of Level 2, 21 Shierlaw Avenue, Canterbury, Victoria, 3126.

### Amendments to terms and conditions

We reserve the right to amend these terms and conditions from time to time. Amendments will take effect immediate upon notification on this website. Your continued use of this website following such notification will be taken by us to represent your agreement to be bound by the terms and conditions as amended.

### Disclaimer

We do not accept responsibility for any loss or damage, howsoever caused (including through negligence) which you may directly or indirectly suffer sustain or incur in connection with or as a result of your use of this website or any linked website.

We do not accept responsibility for any loss or damage howsoever caused (including through negligence) which you may directly or indirectly suffer sustain or incur in connection with or as a result of your use of or reliance upon any information contained on or accessed through this website.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Any liability We may have to You under legislation in respect of any non-excludable warranty or representation is limited where permitted to the supply or payment of the cost of supply of the access to and use of the Portal and the Content, at Our option.

### 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.

### Specific warnings

You must ensure that your access to and use of this website is not illegal or prohibited by laws which apply to you.

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 or as a result of your use of this website or any linked website.

Whilst we have no reason to believe that any information contained on this website is inaccurate, and we use all reasonable endeavours to maintain the accuracy of information contained on this website, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this website updated. We do not accept responsibility for any loss or damage suffered, sustained or incurred as a result of or in connection with your reliance upon the accuracy or currency of information contained on this website.

We do not give you any assurances that any information contained on this website will be suitable for your purposes or that such information will be error-free. You agree that you do not rely on 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.

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### **Restricted use**

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### **Third party websites**

This website may contain links to other websites ("**third party websites**"). The 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 third party websites.

Our links with third party websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of the third party websites, or of any information, graphics, materials, products or services referred to or contained on the third party websites, unless and to the extent stipulated to the contrary.

### **Privacy Policy**

We undertake to comply with the terms of our privacy policy which is set out here.

### **Security of information**

Whilst we use our reasonable endeavours to protect the security of transmission of information over the Internet, we do not guarantee or warrant that any transmission of any data over the Internet is totally secure. Accordingly, any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information.

### **Termination of access**

We may terminate your access to our website at any time without notice. Our disclaimer will survive the termination of access.

### **Governing law**

These terms and conditions are governed by the laws in force in the State of Victoria.