Precision Group Platform Terms of Use

1 Overview

(a) The Precision Group of Companies Pty Ltd is a group of Australian private property investment companies, and includes the companies listed at https://www.precision.com.au/precision-group-list-of-companies (**Precision Group**, **we, us, our**).

(b) We own and operate this website, any other websites we operate in connection with our retail and commercial buildings (Centres), other online channels we use to promote or provide information about our business or the Centres, our social media accounts (including Facebook, Instagram, X and YouTube) and any associated mobile applications which reference these terms of use (in each case, the **Platform**). We provide each Platform to the user of the device that connects to the Platform (**you** and **your**) in accordance with these terms of use (**Terms of Use**) and our Privacy Policy available at http://www.precision.com.au/privacy-policy (**Privacy Policy**).

(c) By accessing, using and remaining on the Platform, you acknowledge that you have read, understood and agree to be bound by these Terms of Use and our Privacy Policy as updated from time to time. If you do not agree to these Terms of Use and our Privacy Policy, you must not access, use or remain on, the Platform.

(d) We reserve the right to change the terms of these Terms of Use from time to time for any reason by posting the changes online. By accessing and using the Platform or the relevant services after the changes are posted, you are taken to have accepted such changes. These Terms of Use were last updated on **1 October 2026**.

2 Disclaimer

(a) The Platform, in whole or in part:

(i) may contain information derived from third party sources;

(ii) may contain information that is incomplete, inaccurate, or out of date; and

(iii) is provided as a complimentary service on an 'as-is' and 'as available' basis, without any express or implied warranties.

3 Your Obligations and warranties

(a) You acknowledge and agree that:

(i) we may require you to register an account with us (**User Account**) in order to access certain features or services offered on or through the Platform (including setting up a user ID and password)

(ii) if you register for a User Account, you must ensure that all information that you provide is true, accurate, complete and current;

(iii) you are responsible for maintaining the confidentiality of your User Account credentials and for all activities that occur on your User Account;

(iv) you must take reasonable steps to protect your User Account from unauthorised access or use and notify us immediately if you become aware of any unauthorised access to or use of your User Account;

(v) you must use the Platform in good faith;

(vi) you must comply with these Terms of Use, and all applicable laws and regulations.

(b) You must not, and must not permit a third party to:

(i) use this Platform, or any content or trade marks that appear on the Platform, other than for your own personal use;

(ii) do anything to alter, modify or add to any content or trade marks;

(iii) copy, reproduce, adapt, distribute, sell, republish, download, display, post, store or transmit any content or trade marks in any form or by any means;

(iv) use any method or process for the purpose of obtaining, processing, copying, distributing, republishing, downloading, displaying, posting, transmitting, replicating, reconfiguring, reproducing, viewing, uploading, posting, accessing, analysing, altering, modifying, publicly displaying, encoding, translating, transmitting or repackaging the Platform or any content or trade marks in any form or by any means;

(v) do anything which will or may damage, disrupt access to or interfere with the proper operation of the Platform, or any transaction being conducted on the Platform, or with any other person's use of the Platform;

(vi) link, frame or mirror any part of the Platform in any way;

(vii) directly or indirectly modify, copy, reverse engineer, decompile, disassemble, unbundle, re-sell, on-supply or create derivative works based on, or otherwise attempt to determine the source code or algorithms for, the software underlyingthe infrastructure and processes associated with the Platform, or the Platform itself;

(viii) probe, scan or test the vulnerability of the Platform or any network connected to the Platform, or breach (or attempt to breach) any technological or authentication measures on the Platform or any network connected to the Platform;

(ix) circumvent, disable, or otherwise interfere with (or attempt to circumvent, disable,or otherwise interfere with) any technological or authentication measures that control the security of the Platform, including access to, or use of, the Platform;

(x) reverse look-up, trace (or attempt to trace) any information on any other user of or visitor to the Platform, or any of our customers or retailers, to its source, or exploit the Platform or any service or information made available through the Platform, in any way for the purpose of revealing any information;

(xi) use the Platform in a manner that:

(A) breaches any applicable law, statute, ordinance or regulation, or causes any other person to breach any law, statute, ordinance or regulation;

(B) causes us to breach any applicable law, statute, ordinance, or regulation that creates any liability (civil or criminal) for us or any of our third partyservice providers;

(C) interferes with, disrupts or creates undue burden on, the performance ofthe Platform, our networks or equipment;

(D) infringes any intellectual property rights and related rights, anywhere in the world, registered or unregistered (including patents, copyright (including software), rights in circuit layouts, registered designs, trade marks, know-how, inventions and the right to have confidential information kept confidential, and any application or right to apply for registration of any of these rights) of any other person or entity; or

(E) introduces any computer code that is intended to be, or is (regardless ofintent), harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised disclosure or destruction or corruption of data (including viruses, worms, spyware, adware, keyloggers, and trojans and any new types of programmed threats that may be classified) (**Harmful Code**) into our networks or equipment; or

(xii) use the Platform to:

(A) access (or attempt to access) any data, system, network, service or communication which you are not authorised to access;

(B) access or collect (or attempt to access or collect) any information relating to any other person or our business methodologies or systems;

(C) engage in harassment, bullying, stalking, discrimination, hacking or the dissemination of Harmful Code;

(D) disseminate adult content or content which involves or encourages discrimination, racism, bigotry, hatred, physical harm, nudity or violence, or which is offensive, abusive, threatening, defamatory or libellous; or

(E) otherwise engage in improper, offensive, threatening, obscene, illegal or infringing activities, including but not limited to terrorism, child pornography and drug trafficking.

(c) In using or accessing the Platform, you must uphold these Terms of Use.

(i) You acknowledge and agree that:

(A) the Platform, in whole or in part, is provided unencrypted, and there are security, privacy, data loss and confidentiality risks inherent in

accessing or using unencrypted websites such as the Platform (**Platform Risks**);

(B) the Platform may contain links to other websites operated by third parties, including retailers in our centres (**Third Party Websites**) and your access to, and use of, those Third Party Websites will be governed by any separate terms of use provided by the operator of the relevant Third Party Website;

(C) the Platform is not actively monitored, accessed or used by us under normal circumstances, and we do not have any editorial control or ability to review the content or operators of any Third Party Websites that may be accessed through the Platform; and

(D) the Platform may include information or advertisements relating to products or services that are sold or provided by retailers in our centres (**Retailer Products or Services**):

(I) the prices for Retailer Products or Services may change from time to time without notice;

(II) you must refer to any terms and conditions of the applicable retailers relating to any Retail Products or Services (including any terms set out on any applicable Third Party Websites) before making any decision to purchase any Retail Products or Services;

(ii) the Platform contains general information only and does not take your personal circumstances into account, and you must consider whether any information on this Platform, or any Third Party Website, is right for you before making a decision and seek professional independent advice;

(iii) at all times while accessing or using the Platform, you must comply with all applicable laws, statutes, ordinances and regulations relating to your access, or use, of the Platform and these Terms of Use, and you assume all responsibility relating to:

(iv) any Platform Risks, including taking any precautions to address those Platform Risks (such as encrypting confidential transmissions, backing up any data and protecting your system or device with a firewall);

(v) your activities relating to the Platform, including relating to any content, information and other materials you access or transmit via the Platform;

(vi) use of the Platform that occurs in connection with your system, device or User Account, including if you permit another person to use your system, device or User Account; and

(vii) the security of your system, device, data and any transmissions you make or receive (including password security and safeguarding against hackers, viruses or other malicious code).

(viii) we cannot guarantee that your data will not become lost, damaged, corrupted or intercepted in the course of you accessing or using the Platform; and

(ix) the internet is an inherently insecure means of communication, and use of the Platform involves security risks. We cannot guarantee the security of any data transmitted through the Platform. Users may lose, damage, or have their data intercepted in transit and we are not responsible for any loss of information uploaded, downloaded, or otherwise communicated via the Platform, or any unauthorised access to your usernames, passwords, data or other security-related information.

4 Our obligations and warranties

(a) We make no warranty, and have no obligation to ensure that, the Platform:

(A) is operational or available at any time; or

(B) operates continuously without error or interruption, for any reason (including because of any planned maintenance or unavailability of any service);

(b) we will take reasonable steps to protect the information that you provide to us via the Platform, however, we cannot guarantee the information you transmit over the Platform or via the internet will be secure;

(c) we will not review or control, and are not responsible for, any information or advertisements relating to those Retailer Products or Services (including any prices) or your purchase, or attempted purchase, of those Retailer Products or Services (including through any Third Party Website); and

(d) we may:

(i) collect, use, store and handle personal information about you and any other information you provide or transmit in connection with the Platform in accordance with our Privacy Policy;

(ii) remove any content from the Platform at any time for any reason without notice or use the Platform in a way we determine, in our absolute discretion, constitutes inappropriate use or misuse of the service;

(iii) terminate, suspend or restrict your access to, or use of, all or part of the Platform at any time for any reason without notice;

(iv) alter the registration requirements for User Accounts, or terminate or suspend your access to all or part of a User Account at any time for any reason without notice; and

(v) take any lawful actions we consider appropriate against you if we reasonably believe that your use of the Platform amounts to an unlawful act and/or breaches these Terms of Use, including involving relevant law enforcement or investigative bodies or authorities.

5 Intellectual property rights

(a) You acknowledge and agree that:

(i) all legal rights, title and interest in and to the Platform are owned by us and that nothing in these Terms of Use constitutes a transfer or assignment of intellectual property rights by us;

(ii) we own, control or license the copyright in all material and information on the Platform, including any logo, design, floorplan, text, graphic, user interface, visual interface, photograph, trade mark, sound, download, service, computer code and any arrangement of them (**Content**);

(iii) our name and all associated trade marks, and logos are registered or unregistered trade marks of the Precision Group (see clause 1(a)), and any other trade marks appearing on this Platform may be owned, controlled or licensed by us (**Trade marks**); and

(iv) you must not use, register or attempt to register any Trade marks or domain names that are derived from, substantially identical or deceptively similar to our own or those otherwise used on the Platform.

6 Our limitations on liability

(a) With the exception of any right or guarantee you may have:

(i) under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the corresponding provisions of the fair trading legislation (**ACL**);

(ii) under the *Consumer Guarantees Act 1993* and *Fair Trading Act 1986* in New Zealand; or

(iii) in relation to the supply of services (such as terms implied into a contract),

that cannot lawfully be excluded (**Consumer Guarantees**), we exclude any implied condition, warranty or guarantee relating to the Platform.

(b) Subject to clause 6(e), we:

(i) will not be liable for a breach of these Terms of Use to the extent the breach is caused by an event or circumstance that was beyond our reasonable control; and

(ii) exclude any and all liability to you for any and all losses, damages, costs and expenses suffered or incurred by any person, howsoever caused, whether arising in contract or tort (including negligence) or under any statute or under any other cause of action (**Losses** or **Loss**) that you suffer or incur relating to:

(A) your use of, or access to, the Platform or any Third Party Websites, or your breach of these Terms of Use;

(B) your inability to access or use the Platform for any reason;

(C) the security of any data (including personal information and sensitive information such as credit card details) you transmit, or attempt to transmit, through the Platform, including via downloads and uploads;

(D) any loss, damage, corruption or interception of your data in the course of you accessing or using the Platform, including as a result of any interruption in the Platform or a security breach on or through the Platform;

(E) any purchase of, or attempt to purchase, any Retailer Products or Services (including in purported reliance on any information or advertising on our Platform or any Third Party Website); or

(F) us taking any of the actions contemplated by clause 3(a)(i).

(c) Subject to clause 6(e), we exclude any and all liability to you for the following types of Loss (**Excluded Loss**):

(i) Loss of profits, revenue, anticipated savings, good will, reputation, production oropportunity;

(ii) Loss or corruption of your data or systems and the costs of rekeying or restoring that data;

(iii) the cost of repair or replacement;

(iv) any Loss suffered or incurred by you relating to a claim against you by a third party;

(v) any Loss that cannot fairly and reasonably be considered to have arisen directly and naturally from the event or circumstance, or series of events or circumstances, that gave rise to that Loss; and

(vi) any indirect, consequential, incidental or special Loss that is not otherwise excluded.

(d) Subject to clause 6(e), if our liability cannot be excluded by law, we limit our liability to you for all Losses, in aggregate, to an amount equal to AUD$1,000.

(e) Clauses 6(b), 6(c) and 6(d) do not apply:

(i) to our liability to you for Losses that you suffer or incur relating to our failure to comply with any Consumer Guarantee; or

(ii) to the extent that they would cause us to contravene a law or cause the applicable clause to be void or unenforceable.

(f) Our liability in respect of any breach of, or failure to comply with, any applicable Consumer Guarantee relating to the supply of services is limited to supplying the services again unless:

(i) the services supplied are services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the ACL;

(ii) it is not 'fair or reasonable' for us to rely on such limitation in accordance with section 64A(3) of the ACL; or

(iii) the goods or services were supplied and acquired in trade, and all parties agreed to contract out of the guarantees in accordance with section 43 of the *Consumer Guarantees Act 1993* (NZ).

(g) Without limiting clause 6(b)(ii)(C), we will never ask you to confirm any sensitive information (including your account or credit card details) via email. If you receive an email claiming to be from us asking you for sensitive information, please ignore it and do not respond.

7 Indemnity

(a) To the fullest extent permissible by law, you indemnify us, our directors, officers, employees, agents and representatives from and against any Loss, claim, liability, cost or expense incurred by us (including Excluded Loss) relating to:

(i) your breach of these Terms of Use;

(ii) your infringement or alleged infringement of a third party's intellectual property rights;

(iii) your use of the Platform; or

(iv) your violation of applicable laws, rules or regulations in connection with your use of the Platform.

(b) We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defences.

8 General

(a) All prices quoted on the Platform are in Australian dollars, unless otherwise indicated. Any prices quoted on the Platform should be used as a guide only as they may change from time to time.

(b) A waiver of a right, remedy or power under these Terms of Use must be in writing and signed by us. If we delay in exercising, fail to exercise or only partially exercise a right, remedy or power, this will not constitute a waiver of that right, remedy or power.

(c) If we provide a waiver in accordance with clause 8(b), that waiver:

(i) is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion; and

(ii) does not preclude us from enforcing or exercising any other right, remedy or power under these Terms of Use nor is it to be construed as a waiver of any other obligation or breach.

(d) These Terms of Use are governed by the law in force in the State of New South Wales, Australia. When you use the Platform, you irrevocably submit to the non-exclusive

jurisdiction of the courts exercising jurisdiction in the State of New South Wales, Australia and the courts having appeal from them.

(e) We make no representation that the Platform (including any Content on the Platform) complies with the laws (including intellectual property laws) of any jurisdiction outside ofthe Australia and New Zealand. You are solely responsible for complying with the law of the jurisdiction in which you access or use the Platform. If a provision in these Terms of Use is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these Terms of Use for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms of Use.

(f) In these Terms of Use the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary.

(g) We reserve the right to fully co-operate with any law enforcement authority regarding any matters where activities violate any applicable law. This includes following direction or requests to disclose the identity of, or any other information about, anyone posting unlawful content.