

## Terms of Use

### 1. Introduction

- 1.1. The website [www.procurementpages.com.au](http://www.procurementpages.com.au) (**Website**) is owned and operated Procurement Pages Pty Ltd (ACN 114 267 284) (**Procurement Pages**).
- 1.2. By accessing the Website and any of its associated services and functionality (including the Website and any related sites or mobile applications you download from the App Store or Google Play (**App**)), you agree to be bound by these terms and conditions of use and the Privacy Policy located at [www.procurementpages.com.au/legal](http://www.procurementpages.com.au/legal) (**Terms of Use**).
- 1.3. If you do not agree to these Terms of Use or the Privacy Policy, you must not use or continue to use the Website.
- 1.4. Procurement Pages reserves the right to amend the Terms of Use from time to time in its sole discretion and, by using the Website at any time, you acknowledge that you have read, understood and agree to be bound by the current Terms of Use in place.
- 1.5. If you do not understand any of the Terms of Use, or if you have any questions, please contact Procurement Pages using the contact details provided on the Website.

### 2. Using the Website

- 2.1. You agree that you will not engage in any activity that directly or indirectly interferes with or disrupts the operation of the Website or their services in anyway (or the servers and networks which are connected to the Website) or use the Website in a manner that adversely affects the availability of their resources to others.
- 2.2. Procurement Pages cannot guarantee that any file or program available for download and/or execution from or via the Website is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of use of all programs and files on this site, and you release Procurement Pages entirely of all responsibility of any consequences of their use.
- 2.3. The Website and their content are provided to you on an “as is” basis; the Website may contain errors, faults and inaccuracies and may not be complete and current.
- 2.4. Procurement Pages reserves the right to change the Website or delete content from the Website at any time.
- 2.5. You must not:
  - (a) use the Website for any activities, or post or transmit to or via the Website any information or materials which:
    - (i) breaches any laws or regulations, infringes a third party's rights or privacy, or which are contrary to any applicable standards or codes;
    - (ii) interferes with other users, or defames, harasses, threatens, bullies, or offends any person, or which inhibits any other user from using the Website;
    - (iii) is obscene, indecent, discriminatory, inflammatory or pornographic or which could give rise to civil or criminal proceedings;

- (b) use the Website to send unsolicited commercial or bulk electronic messages;
- (c) make any fraudulent or speculative enquiries, reservations or requests using the Website;
- (d) tamper with, hinder the operation of or make unauthorised modifications to the Website;
- (e) knowingly transmit any virus or other disabling feature to or via the Website; or
- (f) attempt any of the above acts or permit another person to do any of the above acts.

### **3. Intellectual Property Rights**

- 3.1. The Website and all content forming part of the Website, including without limitation all photographs, images, designs, information, interfaces, text, graphics, brand names, logos and trademarks, are protected by copyright, trade mark and other intellectual property laws.
- 3.2. You acknowledge and agree that Procurement Pages owns, controls or is licensed all legal right, title and interest in and related to the Website, including all intellectual property rights.
- 3.3. You may not:
  - (a) modify or copy the layout or appearance of the Website or any computer software or code contained in the Website; and/or
  - (b) decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Website.
- 3.4. Except where permitted under applicable laws, any of the Website' content (including any substantial part of them) must not otherwise be used, stored, copied reproduced, published, altered, adapted, distributed, printed, displayed, transmitted or commercialised in any form or by any means in whole or part without our prior written consent.
- 3.5. If you correspond or otherwise communicate with Procurement Pages, you automatically grant to Procurement Pages an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to use, copy, display and distribute the content of your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on our Website and developing your ideas and suggestions for improved products or services we provide.

### **4. Third party Website**

- 4.1. The Website may contain links to other web sites controlled by third parties.
- 4.2. Procurement Pages is not responsible for the content or privacy practices of websites owned or operated by third parties.
- 4.3. Links to websites that are controlled by third parties are provided solely for your convenience and do not constitute, expressly or impliedly, an endorsement by Procurement Pages of the third party or the products or services provided by the third party or any affiliation between Procurement Pages and the third party.
- 4.4. Your access of those sites and/or use of those site's products and services is solely at your own risk and you should make your own enquiries before relying on any content contained in any website controlled by a third party.

## **5. Use of Cookies**

- 5.1. Cookies are small pieces of information that your browser stores on your computer hard drive. Procurement Pages uses Cookies to provide you site usage information as well as to assist us to improve and develop the Goods and services it offers. Our cookies do not contain any personal identifiable information.
- 5.2. If you disable cookies on your web browser, you may not be able to fully experience all features of the Website.

## **6. Accuracy of communications**

- 6.1. You are exclusively responsible for ensuring that all communications, whether in writing or in electronic or paper form, sent by you using the Website are true, complete and accurate.
- 6.2. If you are or ought reasonably to be aware that a communication has been corrupted, you must re-transmit or re-send that communication as soon as practicable after becoming aware or having the reasonable apprehension that the communication has been corrupted, together with a clear indication that it is a corrected communication.
- 6.3. To the fullest extent permitted by any applicable laws, Procurement Pages hereby excludes and takes no responsibility and will not be held liable for any errors, omissions or misstatements on or related to the Website.

## **7. Availability, withdrawal and suspension of service**

- 7.1. Whilst Procurement Pages endeavours to provide continuous access to the Website, Procurement Pages does not warrant that your access will be safe, uninterrupted, timely, secure or error free.
- 7.2. Procurement Pages may at its discretion withdraw the Website or suspend it for a period of time for any reason including without limitation if there is a system fault or to carry out system maintenance.

## **8. Exclusion and limitation of liability**

- 8.1. We do not warrant that the Website will be available at all times or that it will be provided without fault or disruption.
- 8.2. Procurement Pages and its directors, officers, employees, agents, contractors, successors or assignees makes no representations or warranties of any kind, express or implied as to the operation of the Website or the information, content or material included or services described on the Website, except as otherwise provided under applicable laws.
- 8.3. Subject to any rights you have under any consumer protection law, Procurement Pages excludes to the fullest extent possible under law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms of Use.
- 8.4. Where any law (including the Australian Consumer Law) provides a consumer guarantee which may not be lawfully excluded, Procurement Pages's liability will be limited to that provided by law.
- 8.5. To the maximum extent permitted by applicable law, neither Procurement Pages, nor its directors, officers, employees, agents, contractors, successors or assigns will be liable for any losses, costs or damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or data, or other pecuniary loss) whether those damages are direct, indirect, punitive, incidental, special or consequential damages, arising out of or in any way related to:

- (a) the Website;
- (b) your use of the Website and any sites linked to the Website;
- (c) any information obtained through the Website;
- (d) services supplied to you following your use of the Website;
- (e) reliance on or failure to act, on any information or service contained on or accessed through the Website;
- (f) a withdrawal or suspension of availability of services;
- (g) errors, mistakes, inaccuracies or omissions on the Website;
- (h) personal injury or property damage of any nature resulting from your access to or use of the Website;
- (i) any unauthorised access to or use of our secure servers and/or Personal Information and/or financial information stored on those servers;
- (j) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through our Website by any third party;
- (k) the quality of any product or service of any linked sites; or
- (l) an inability to use the Website or with any delay in using the Website including, but not limited to, any interruptions to or cessation of access to the Website,

in any case whether based on actions arising in contract, tort or otherwise howsoever arising, including negligence.

8.6. Without limiting the foregoing, to the extent permitted by law, the liability of Procurement Pages for any claim will at all times be limited to one or more of the following at its election:

- (a) supplying its services again; or
- (b) paying the cost of having its services supplied again.

8.7. Procurement Pages's liability to you for loss or damage of any kind arising out of these Terms of Use will be reduced or limited to the extent (if any) that you directly or indirectly cause or contribute to any of the loss or damage.

8.8. You agree to accept sole responsibility for the legality of your actions under the laws which apply to you. You agree that Procurement Pages and its directors, officers, employees, agents, contractors, successors, assignees and suppliers have no responsibility for the legality of your actions.

## **9. App-Specific Provisions**

9.1. This clause 9 only applies to Our App.

9.2. By downloading and/or using Our App, You agree that You have entered into an agreement with Us, and not with Apple or Google. We are solely responsible for any product warranties, if any, pertaining to the App, whether express or implied by law, to the extent they are not otherwise effectively disclaimed in this agreement.

- 9.3. By downloading the App from the App Store or from Google Play, Procurement Pages grants You a non-transferable license to use the App on any iPhone, iPod touch or other relevant device that You own or control as permitted by the usage rules of the Google Play Store, the App Store, the App Store terms of service and the Google Play Store terms of service.
- 9.4. The parties both acknowledge that neither Apple nor Google have any obligation whatsoever to furnish any maintenance or support services with respect to the App.
- 9.5. In the event of any failure of the App to conform to any applicable warranty and where the warranty relates to Your use of a version of the App downloaded through the App Store You may notify Apple, and Apple will refund the purchase price for the App to You (if any); and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the app to conform to any warranty, if any, will be Our sole responsibility.
- 9.6. The parties acknowledge that Procurement Pages, and not Apple or Google, are responsible for addressing any of Your claims relating to the App or Your possession and/or operation of the App, including, but not limited to: (i) product liability claims made in respect of the App; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation in respect of the App.
- 9.7. The parties acknowledge that Procurement Pages, and not Apple or Google, are responsible for any claim that the App infringes any third party intellectual property rights and that Procurement Pages, and not Apple or Google, will be solely responsible for the investigation, defence, settlement or discharge of any intellectual property infringement claim.
- 9.8. You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- 9.9. The parties each acknowledge and agree that Apple and Google, and Apple’s and Google’s respective subsidiaries, are third party beneficiaries of this Agreement, and that Apple and Google will each have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary of this Agreement.
- 9.10. Apple and App Store are trademarks of Apple Inc., registered in the U.S. and other countries. Google and Google Play are trademarks of Google Inc.
- 9.11. For the avoidance of doubt, the parties state that nothing in this clause is intended to limit, exclude or modify any other provision of this Agreement.

## **10. User Contributions and Testimonials**

- 10.1. If You correspond or otherwise communicate with Us, or post material to our Website, You automatically grant to Us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to use, copy, display and distribute the content of Your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on our Website and developing Your ideas and suggestions for improved products or services we provide. You also consent to any act or omission of Procurement Pages which may amount to an infringement of Your moral rights (as defined in the *Copyright Act 1968* (Cth)).
- 10.2. Users may also post their reviews of advertisers and products with listing on the Website. Advertisers are also given the opportunity to view user reviews and to respond to them.

- 10.3. You are required to provide only accurate and truthful information concerning Your identity in any communications on the Website, including in relation to reviews.
- 10.4. User Reviews that are posted onto the Website must only relate to genuine user experiences.
- 10.5. Procurement Pages reserves the right to decline to post or to remove user reviews and/or responses in its sole discretion for any reason (or no reason) including without limitation in the event that a user review or response does not comply with these Terms of Use.
- 10.6. You represent and warrant that You have the lawful right including all necessary licences, rights, consents, and permissions to use and authorise Procurement Pages to display any materials or contributions You submit for publication on the Website.

## **11. Termination**

- 11.1. You may stop using the Website at any time for any reason.
- 11.2. Procurement Pages may suspend or limit your access to the Website in its absolute discretion without notice or liability to you for any reason.
- 11.3. Procurement Pages reserves the right to, at its discretion, terminate these Terms of Use your access to and use of the Website at any time.
- 11.4. The exclusions and limitations of liability made by Procurement Pages in these Terms and Condition will survive termination or suspension of your access to the Website.

## **12. General**

- 12.1. Procurement Pages may in its sole discretion amend these Terms of Use at any time. Any variations to these Terms of Use will take effect from posting on the Website.
- 12.2. Procurement Pages may give notice to you by electronic mail. You may give notice to Procurement Pages by electronic mail to [notices@procurementpages.com.au](mailto:notices@procurementpages.com.au).
- 12.3. Any provision of these Terms of Use that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms of Use nor affect the validity or enforceability of that provision in any other jurisdiction where it may be lawful.
- 12.4. A failure or delay by Procurement Pages to exercise a power or right under these Terms of Use does not constitute as a waiver of that power or right, and the exercise of a power or right by Procurement Pages does not preclude its future exercise or the exercise of any power or right by or on behalf of Procurement Pages.
- 12.5. Your use of the Website is governed by, construed and enforced in accordance with the laws of South Australia, Australia. Disputes arising from your use of this Website are exclusively subject to the jurisdiction of the courts of South Australia, Australia.
- 12.6. The Website may be accessed throughout Australia and overseas. Procurement Pages makes no representations that the content of the Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this Website from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access this Website.