

WEBSITE ACCESS TERMS AND CONDITIONS

Note that this is a template document, the contents of which are cut and paste on to the Flagstaff website 'Website Terms and Conditions' page. Whenever this document is updated, the corresponding website page must also be updated.

1. OUTLINE

- 1.1 These terms and conditions (**Terms**) govern your use of and access to the following websites:
 - ✓ <https://www.flagstaffgroup.com.au>,
 - ✓ <https://www.flagstaffgroup.com.au/flagstaff-fine-foods>: and
 - ✓ <https://did.org.au/>; and
 - ✓ <https://disabilitysafety.com.au> (as applicable) and
 - ✓ all relevant sub-domains and the Platforms (**Website**).
- 1.2 By using the Website or purchasing our Goods and/or Services online, you agree to these Terms.
- 1.3 If you do not agree to these Terms, you may not use the Website.
- 1.4 We may change, vary or modify all or part of these Terms at any time at our sole discretion.
- 1.5 If we adopt new Terms:
 - a) we will post the new Terms on the Website; and
 - b) the new Terms will, from the date of posting, apply to your use of and access to the Website through your acceptance of them by subsequent or continued use of the Website.
- 1.6 It is your responsibility to check these Terms periodically for changes.
- 1.7 If you object to any variation to these Terms, your only remedy is to immediately discontinue your use of the Website.
- 1.8 By using the Website, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent.
- 1.9 As long as you comply with these Terms, we grant you a personal, revocable, non-exclusive, non-transferable, limited right to enter and use the Website.
- 1.10 These Terms were last updated on 08 September 2021

2. PRIVACY

- 2.1 You acknowledge and agree that transmissions on the internet are never completely private or secure and you understand that any message or information you send to or download from the Website (where permitted) may be read or intercepted by others. Our Privacy Policy can be found at:
<https://www.flagstaffgroup.com.au/Handlers/Download.ashx?IDMF=3d424002-7248-4514-a9a1-c741e6cb8109>

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3. COOKIES

- 3.1 Cookies are used by our Website to enable the functionality of certain areas to make it easier for people visiting our Website.
- 3.2 By accessing the Website, you consent to the use of cookies in accordance with our Cookie Policy as set out in our Privacy Policy. Our Cookie Policy can be found at: <https://www.flagstaffgroup.com.au/Handlers/Download.ashx?IDMF=dcdfbe4f-cffe-495a-b234-b86b2c6fa1dc>

4. TERMS + CONDITIONS

- 4.1 If you access any terms and conditions applicable to the provision of our Goods and/or Services and (if applicable) to the use of specific portions or features of the Website (T+Cs), you agree to abide by such T+Cs.
- 4.2 Our obligations, if any, with regard to the provision of Goods and/or Services are governed solely by the relevant T+Cs pursuant to which they are provided, and nothing on the Website should be construed so as to alter such T+Cs.
- 4.3 The Content on the Website with respect to Services may be out of date, and we make no commitment to update such Content on the Website.
- 4.4 T+Cs may be changed from time to time and are effective immediately upon posting such changes on the Website.

5. ACCESS TO OUR WEBSITE

- 5.1 While we use reasonable endeavours to ensure that the Website is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure, error free, or that any defects will be corrected, or that your use of the Website will provide specific results or benefits.
- 5.2 The Website and its Content are delivered on an as-is and as-available basis.
- 5.3 Your access to the Website may be suspended without notice in the case of system failure, maintenance or repair, or any reason beyond our control or simply because we wish to do so.
- 5.4 Except as expressly provided otherwise in these Terms, we reserve the right to change or discontinue any website, page, functionality, feature or service (or part thereof) on the Website at any time.
- 5.5 We cannot ensure that any files or other data you download from the Website (if you are permitted to do so) will be free of viruses or contamination or destructive features.

6. WEBSITE CONTENT

- 6.1 The Website contains Content that is protected by our Intellectual Property Rights.

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- 6.2 Except as expressly provided otherwise in these Terms or any relevant T+Cs, you do not have any right, title or interest in or right of use of any Content on the Website.
- 6.3 Except as expressly provided in these Terms or any relevant T+Cs, no part of the Website or Content (other than a temporary copy held in your computer's cache) may be copied, stored, altered, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or for any commercial enterprise or use, without our express prior written consent.
- 6.4 You may use information on our Goods and Services purposely made available by us for downloading from the Website, provided that you:
- do not remove any proprietary notice (in copies of such documents);
 - use such information only for your personal, non-commercial, informational purposes and do not copy or post such information on any networked computer, online location or broadcast it in any media; and
 - make no modifications to any such information.

7. REGISTRATION OF USERS

- 7.1 To access or use certain parts of the Website, you may be required to register as a user and open an account (including setting up an identification name (ID) and password) and agree to terms and conditions.
- 7.2 When registering as a user of a relevant Website, you must:
- provide us with accurate, complete and up-to-date registration information, as requested;
 - provide us with a form of identification to verify your identity, as requested; and
 - inform us of any changes to your registration information.
- 7.3 When registering as a user of a relevant Website, you must not:
- register as a user multiple times; or
 - impersonate or create a user registration for any person other than yourself.
- 7.4 As a registered user of the Website, you must:
- ensure the security and confidentiality of your user registration details, including any username and/or password assigned to you;
 - notify us immediately if you become aware of any unauthorised use of your user details; and
 - not permit your user details to be used by or transferred to any other person.

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7.5 You are entirely responsible for all and any activities which occur under your user details as a result of your failing to keep your information secure and confidential (including unauthorised use of your credit card or other payment details, if applicable).

8. USE OF THE WEBSITE

8.1 You must not:

- a) use the Website in breach of any applicable laws or regulations;
- b) use the Website (or Content obtained from the Website):
 - (i) to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited emails, instant messaging, "spimming," or "spamming";
 - (ii) to impersonate any person or entity;
 - (iii) to solicit money, passwords or personal information from any person;
 - (iv) to harm, abuse, harass, stalk, threaten or otherwise offend others; or
 - (v) for any unlawful purpose;
- c) use the Website to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:
 - (i) is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
 - (ii) contains, promotes, or provides information about unlawful activities or conduct;
 - (iii) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - (iv) exploits another person in any manner;
 - (v) contains nudity, violence, or sexual acts or references;
 - (vi) includes an image or personal information of another person or persons unless you have their consent;
 - (vii) poses or creates a privacy or security risk to any person;
 - (viii) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - ix) contains large amounts of untargeted, unwanted or repetitive content;
 - (x) contains restricted or password only access pages, or hidden content;

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- (xi) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
- (xii) advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
- (xiii) contains financial, legal, medical or other professional advice;
- d) without prior approval and written permission, create frames around our Webpage that alter in any way the visual presentation or appearance of our Website;
- e) interfere with, disrupt, or create an undue burden on the Website or any systems, or networks connected to the Website;
- f) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Website;
- g) use the Website with the assistance of any automated scripting tool or software;
- h) frame or mirror any part of the Website without our prior written authorisation;
- i) use code or other devices containing any reference to the Website to direct other persons to any other web page;
- j) attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any of our servers, or to any of the Services offered on or through the Website, by hacking, password mining or any other illegitimate means;
- k) probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website;
- l) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Website to its source, or exploit the Website or any service or information made available of offered through the Website, in any way where the purpose is to reveal any information, as provided for by the Website;
- m) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website or with any other person's use of the Website;
- n) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or cause any other person to do so; or
- o) delete any attributions or legal or proprietary notices on the Website.

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8.2 We reserve the right to, in our sole discretion, suspend or terminate your use or access to all or any part of the Website at any time, including if we believe you are abusing the use of the Website in any way, have breached these Terms or applicable T+Cs or are no longer an active user of the Website.

9. MATERIAL OF USER

9.1 By uploading, transmitting, posting or otherwise making available any Material via the Website (where permitted), you:

- a) grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;
- b) except where expressly stated otherwise, also grant each user of the Website a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose;
- c) warrant to us that you have the right to grant the above-mentioned licences;
- d) warrant to us that the Material does not breach the Terms; and
- e) unconditionally waive all moral rights (as defined by the Copyright Act 1968 (Cth)) which you may have in respect of the Material.

9.2 We reserve the right (but have no obligation) to:

- a) review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- b) monitor use of the Website, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

9.3 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Website by any person other than us.

9.4 For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Website simply by facilitating others to post, transmit or make Material available, nor do we endorse any opinion, advice or statement made by any person other than us.

10. THIRD PARTY WEBSITES + ADVERTISING

10.1 The Website may feature or display links and pointers to websites operated by third parties, which are provided solely as a convenience to you. Such websites do not form part of the Website and are not under our control. We do not accept any responsibility in connection with any such website.

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- 10.2 You must not link to the Website from any other website (or otherwise authorise any other person to link from a third-party website to the Website) without our prior written consent.
- 10.3 The Website may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.
- 10.4 If you contact a person using functionality provided on the Website, including via email, we do not accept any responsibility for any communications or transactions between you and the relevant person.
- 10.5 From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of the Privacy Policy.

11. CONTENT DISCLAIMER

- 11.1 You assume total responsibility for your use of the Website and any linked independent third-party websites.
- 11.2 Except where expressly stated otherwise, Content on the Website is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.
- 11.3 We do not make any representation or warranty that any Content on the Website will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.
- 11.4 We will not be liable for loss resulting from any action or decision by you in reliance on the Content on the Website, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.
- 11.5 You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Website in any circumstance.
- 11.6 Your sole remedy against us for dissatisfaction with the Website or any Content or Material is to stop using the Website.

12. HYPERLINKING TO OUR CONTENT

- 12.1 The following organizations may link to our Website without prior written approval:
- government agencies;
 - search engines;

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- c) news organizations;
- d) online directory distributors; and
- e) system wide Accredited Businesses.

provided that the link:

- a) is not in any way deceptive;
- b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products and/or services; and
- c) fits within the context of the linking party's site.

12.2 Non-profit organizations, charity shopping malls, and charity fundraising groups may not hyperlink to our Website.

12.3 We may consider and approve other link requests from the following types of organizations:

- a) commonly known consumer and/or business information sources;
- b) dot.com community sites;
- c) associations or other groups representing charities;
- d) online directory distributors;
- e) internet portals;
- f) accounting, law and consulting firms; and
- g) educational institutions and trade associations.

12.4 We will approve link requests from these organizations if we decide that:

- a) the link would not make us look unfavourably to ourselves or to our Accredited Businesses;
- b) the organization does not have any negative records with us;
- c) the benefit to us from the visibility of the hyperlink compensates the absence of Flagstaff; and
- d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link:

- a) is not in any way deceptive;
- b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
- c) fits within the context of the linking party's site.

12.5 If you are one of the organizations listed in paragraph 3 above and are interested in linking to our website, you must inform us by sending an e-mail to marketing@flagstaffgroup.com.au. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our Website to which you would like to link.

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- 12.6 Approved organizations may hyperlink to our Website as follows:
- by use of our corporate name; or
 - by use of the uniform resource locator being linked to; or
 - by use of any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.
- 12.7 No use of our logo or other artwork will be allowed for linking in the absence of a trademark license agreement between us and you.

13 RESERVATION OF RIGHTS

- 13.1 We reserve the right to direct that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon our direction. We also reserve the right to amend these terms and conditions and its linking policy at any time.

14. EXCLUSIONS + LIMITATIONS

- 14.1 All express or implied representations, conditions, warranties and provisions relating to these Terms that are not contained in it, are excluded to the fullest extent permitted by law.
- 14.2 Any liability arising in relation to your use of the Website, however arising and whether for direct or consequential loss, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is excluded to the fullest extent permitted by law.

15. LIMITATION OF LIABILITY

- 15.1 Flagstaff does not give any guarantee, indemnity or warranty or make any representation of any kind, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage or trade or otherwise with respect to the supply by Flagstaff of any Goods or Services in connection with these Terms, except as expressly stated in it or any collateral pertinent document concerning warranties against defects (as may be relevant).
- 15.2 Except as expressly agreed to the contrary in these Terms, the aggregate liability of Flagstaff for breach of and all liabilities under, in respect of and in connection with these Terms, as well as its duties at law and in equity (however arising) and whether in contract, tort (including without limitation negligence), under statute, under indemnities or on any other basis concerning the same is limited to an amount equalling A\$500.00 (calculated by reference to the date when the cause of action first arose or in the case of multiple causes of action with respect to related facts or claims then the first such date).
- 15.3 To the extent that Flagstaff has failed to comply with a consumer guarantee under the Australian Consumer Law which cannot be excluded, the liability of Flagstaff is limited (to the extent lawful) to, at Flagstaff's option:
- in the case of Goods - (a) the replacement of the Goods or the supply of equivalent goods; (b) the repair of the Goods; (c) the payment of the cost of replacing the Goods or of acquiring equivalent goods; or (d) the payment of the cost of having the Goods repaired; or

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Reviewed & Authorised for Use By: Executive Manager Marketing and Communication

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Next Review Date: September 2022

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- b) in the case of Services - (a) the supply of the Services again; or (b) the payment of the cost of having the Services supplied again.

16. NOTICE OF INFRINGEMENT

- 16.1 If you think that the Website has been accessed or used by another user in breach of these Terms, please email us at: marketing@flagstaffgroup.com.au.
- 16.2 If you wish to send us a copyright infringement notification, you will need to identify the Content or Material(s) that you believe infringe(s) your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information. You will need to sign the notice and send it to marketing@flagstaffgroup.com.au.

17. GENERAL

- 17.1 **Indemnity:** You indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of:
- a) your use of, access to, conduct in connection with the Website;
 - b) any breach of these Terms;
 - c) any Material that you contribute or post to the Website; and
 - d) your use of or access to any websites operated by third parties and/or any dealings with such third parties linked from the Website.
- 17.2 **Lawful purpose:** You shall ensure that the Website is used only for lawful purposes and in accordance with any applicable laws.
- 17.3 **Binding:** These Terms shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.
- 17.4 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent.
- 17.5 **Force Majeure:** If a Force Majeure Event occurs, we may:
- a) totally or partially suspend the Platforms, any part of the Website during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and
 - b) elect to extend at our discretion the period for performance of an obligation under the Platforms or any relevant T+Cs as is reasonable in all the circumstances.
- 17.6 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

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17.7 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

17.8 **Governing law:** These Terms shall be governed by the laws of New South Wales.

INTERPRETATION + DEFINITIONS

18.1 **Personal pronouns:** Except where the context otherwise provides or requires:

- a) the terms **we, us** or **our** refers to **Flagstaff**; and
- b) the terms **you** or **your** refers to a **user of the Website**.

18.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

Accredited Businesses means:

- a) Flagstaff Laundry;
- b) Paper To Paper;
- c) Flagstaff Print & Mail;
- d) Flagstaff Stockman;
- e) Flagstaff Fine Foods;
- f) Flagstaff Shoalhaven;
- g) Gauntlet Gloves;
- h) Flagstaff Document Management;
- i) Australian Decorator Products;
- j) Flagstaff Mats;
- k) Flagstaff Engineering;
- l) Opal Day Pass;
- m) Coffee With a Vision; and
- n) Flagstaff Print and Digital Services.
- o) Flagstaff Print Mail & Digital

Content means all text, graphics, user interfaces, visual interfaces, photographs, illustrations, audio, video, trademarks, logos, sounds, music, artwork and computer code including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such content contained on the Platforms which is owned controlled or licensed by or to us and is protected by Intellectual Property Rights.

Cookie Policy means the cookie policy of Flagstaff and as amended from time to time, the most relevant one for the purposes of this document being as found on the Website.

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Flagstaff means Flagstaff Group Limited (Flagstaff) (ABN 53 000 551 575) trading as The Flagstaff Group of 254 Nolan St, Unanderra NSW 2526.

Force Majeure Event means circumstances beyond our reasonable control including, but not be limited, to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, pandemics, endemics, labour or material shortages, riots, insurrections, defaults of our suppliers or subcontractors, delays in transportation, or loss or damage to Goods in transit.

Goods means any goods of Flagstaff as advertised from time to time on our Website.

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

Material means any material in which you have Intellectual Property Rights provided by you for use on the Website or in the production, development and supply of the Services to you including, but not limited to, text, illustrations, photographs, audio, video, any combination of these or other material.

Terms means these terms and conditions of access to the Website and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Website, as amended from time to time.

Platforms means all or any of the relevant platforms, electronic interfaces and websites that are owned, provided and/or operated from time to time by us, regardless of how those websites are accessed by users (including via the internet, mobile phone, mobile applications or any other device or other means).

Privacy Policy means the privacy policy of Flagstaff and as amended from time to time, the most relevant one for the purposes of this document being as found on the Website.

Services means any services of Flagstaff as advertised from time to time on our Website.

T+C's means the relevant and applicable terms and conditions for the supply of Goods and/or Services by us to you.

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