

MVA BENNETT

WEBSITE TERMS OF USE

Updated March 2025

1. About the website

Welcome to <https://mvabennett.com.au/> (the "Website"). The Website is owned and operated by MVA Bennett (ABN 48 647 105 185) of Level 5, North Tower, 485 Latrobe Street, Melbourne VIC 3000 (referred to below as "MVA Bennett", "we" and "us"). The term "you" and "your" are references to the person accessing or using this Website. Access to and use of the Website is provided by MVA Bennett.

By accessing and/or using this website and related services, you agree to these Terms of Use, which include our Privacy Policy (Terms). You should review our Privacy Policy and these Terms carefully

2. Acceptance of Terms

These Terms govern your access to and use of the Website, including any information, content or materials that are located on, form part of or are available through or in connection with the Website ("Website Material").

By browsing, accessing or using the Website or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and warrant that you have read, understood and agree to be bound by the Terms and any additional terms and conditions notified to you from time to time.

The Terms form a legally binding agreement between MVA Bennett and you. If you do not agree to the Terms, you must cease usage of the Website.

3. General information only

The purpose of the Website is to provide general information about our products and services.

The information contained in this Website should be used as general information only and is not to be taken as advice.

4. Use of Website

4.1 Website Material

The Website contains a broad range of content owned by MVA Bennett, some of which is protected by intellectual property laws. You acknowledge and agree that nothing in these Terms grants you any right to, title in or licence of such content, and that you will access the Website in accordance with all applicable laws.

The Website Material is made available in good faith and has been derived by sources believed to be accurate as at the time of compilation. No claim is made as to the accuracy or authenticity of the content of the Website Material or that it is useful for your particular requirements or at all.

4.2 Intellectual Property

The entire contents and design subsisting in, relating to or arising out of the Website and available through or in connection with the Website including but not limited to copyright, logos, trademarks, designs, text, graphics, images, information, social media, applications and other files, and their selection and arrangement (the "**Website Content**") are the intellectual property of us, our content providers or our licensors, with all rights reserved.

You must not do anything, or omit to do anything, which may infringe these intellectual property rights, except with our express written permission. You may contact us by emailing us at info@mva-bennett.com.au if you wish to seek such consent.

MVA Bennett retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the website will transfer to you:

- (a) the business name, trading name, domain name, trademark, registered design or copyright of MVA Bennett; or
- (b) the right to use or exploit a business name, trading name, domain name or trademark; or
- (c) a system or process that is subject to patent, registered design or copyright (or an adaptation or modification of such a system or process).

Unless we agree otherwise in writing, you are provided with access to this Website only for your personal use. You are authorised to download and print a copy of any information contained on this Website solely for your personal use, provided that you keep all copyright or other proprietary notices intact.

You must not, without prior written permission of MVA Bennett and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt to change in any way the Website Content or third party content for any purposes in any iteration. The prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain. Nothing in these Terms shall be construed as conferring any licence to intellectual property rights, whether by estoppel, implication or otherwise.

4.3 Suspension of Service

MVA Bennett makes no and expressly disclaims any representation or warranty that its website, or any part or function therein, will be available for use by you at all times or at any particular time.

4.4 Links or references to other websites

The Website may contain links or references to third party sites. Such third party websites are necessarily beyond our control and we make no representation or warranty as the accuracy or reliability of any information, data, opinions, advice or statements of their content. MVA Bennett is not responsible for the policies and practices of internet websites operated by persons other than MVA Bennett, even if:

- (i) you access them using links on the MVA Bennett Website; or
- (ii) are directed or link to MVA Bennett Website using links on such third parties websites, and recommends that you carefully review the terms and conditions of use and privacy policy of every internet website you access or use.

4.5 Acceptance of risk and release from liability

We do not accept any liability to any person for the Products and Services or information (or the use of such Products and Services or information), which is provided on the Website or incorporated into it by reference. The information on the Website is provided on the basis that all persons accessing the Website undertake responsibility for assessing the relevance and accuracy of its content before relying on that information.

You are wholly responsible for your use of the Website and you use the Website at your own risk. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of the Website or your conduct in connection with the Website in any circumstance.

The information contained in the Website is best displayed in full screen format. No liability is accepted for any information or services, which may appear in a compromised format.

None of the affiliates, directors, officers employees, agents, contributors, third party content providers or licensors or MVA Bennett make any express or implied representation of warranty about the Website Content or the Products and Services referred to on the Website. This includes (but it not restricted to) loss or damage you might suffer as a result of the following:

- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- (ii) the accuracy, suitability or currency of any information on the Website or any of its Website Content related to its Products and Services (including third party material and advertisements on the Website);
- (iii) costs incurred as a result of you using the Website or any of the Products and Services;
- (iv) the Website Content or operation in respect to links which are provided for your convenience;
- (v) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website;
- (vi) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct; or
- (vii) any breach of the Terms.

To the maximum extent permitted by law, we exclude all implied representations and warranties which might apply in relation to your use of the Website. You may have rights under the Competition and Consumer Act 2010 (Cth) in respect of any goods or services supplied to you under these Terms of Use. If so, our liability to you is limited to, at our election, in the case of services supplied or offered by us, the supply of the services again or paying the cost of having the services supplied again.

Otherwise, to the maximum extent permitted by law, neither MVA Bennett nor any of its officers, directors, employees, contractors, agents, information providers, suppliers, associated entities or clients will be liable for any loss, damage, cost or expense (including any indirect or consequential loss or damage) to any person or entity, however caused (whether by negligence or otherwise), which may arise directly or indirectly in respect of any error, omission or misrepresentation in any information or material provided on this Website or otherwise as a result of or in connection with the use of this Website or any information or material provided on or through this Website.

MVA Bennett does not make any express or implied warranties, guarantees or representations about any information presented by MVA Bennett.

This clause 4.5 survives termination of this Agreement for any reason and does not merge upon completion.

4.6 Indemnity

You agree to indemnify MVA Bennett, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Website Content you post through the Website; and
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms.

4.7 Prohibited activities

When using this Website, you must not:

- (a) infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
- (b) reproduce or adapt any part of the Website or Website Content (as defined in clause 4.2) without our express written permission, which we may grant or withhold at our absolute discretion;
- (c) seek reimbursement from any other party for access to the Website or on-sell any information obtained from the Website;
- (d) engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Website, conduct yourself in an offensive manner while using the Website, or use the Website for any illegal, immoral or harmful purpose;
- (e) submit, post, upload, email or otherwise send or transmit to the Website, or any user of the Website, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Website;
- (f) interfere with the Website or the servers or networks underlying or connected to the Website or violate any of the procedures, policies or regulations of the Website or any networks connected to the Website;
- (g) any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- (h) using this website to defame or libel us, our employees or other individuals; or
- (i) posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is

defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

4.8 Security

We use our reasonable endeavors to minimise viruses and bugs from infiltrating the Website, however, due to the nature of the internet, the Website may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing the 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. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Website or any linked third-party website.

4.9 Applicable law

The content, operation and interpretation of this Website and the Terms will be governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of a dispute arising out of, or in connection with, this Website.

This Website may be accessed throughout Australia and overseas. MVA Bennett makes no representation that the content provided by this Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and are responsible for ensuring that your access to this Website is not illegal or prohibited by laws which apply to you.

5. Changes to Terms

MVA Bennett may, from time to time and with or without notice to you, make changes to this Website, the Website Material, the Terms and our Privacy Policy. If we do so, an amended version will be posted on the Website.

The current version of the Terms and Privacy Policy displayed on this Website at the time you access or use this Website will apply each time you use our Website. Your continued use of the Website after any changes are made to the Terms will be deemed to constitute your acceptance of those changes. If you object to any changes, your only remedy is to discontinue your use of the Website. You are responsible for keeping up to date with any changes by regularly reviewing these Terms.

6. Termination of Access

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

Our disclaimer, Privacy Policy and these Terms will nevertheless survive any such termination, however you may no longer be authorised to access this Website. If you breach any of the Terms, then your permission to use the Website automatically terminates.

7. General

If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Website, these Terms shall prevail to the extent of that contradiction or inconsistency.

In these Terms, unless the context requires otherwise:

- (i) any reference to a “person” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others;
- (ii) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words;
- (iii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa; and
- (iv) the headings and sub-headings are inserted for convenience only and shall not affect the meaning of these Terms.

Your rights and obligations under these Terms are personal to you and you must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms. We may assign, transfer, sub-contract or otherwise dispose of any or all of our rights and/or obligations under these Terms without notice to you.

MVA Bennett will not be in breach of these Terms or otherwise liable to you or any other person for any unavailability or failure of this Website, the Website Material or the Products or any delay or other failure by MVA Bennett to comply with these Terms that is caused by or arises from any event or circumstances beyond MVA Bennett's control.

These Terms, together with any additional terms and conditions or usage rules set out or referred to on the Website from time to time, constitute the whole agreement between us relating to its subject matter and supersedes and extinguishes any prior drafts, versions, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.

If any provision of these Terms is held to be illegal, void, invalid or unenforceable under the applicable laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of these Terms in any other jurisdiction shall not be affected.

Unless otherwise stated, all figures and amounts displayed on this Website are in Australian dollars.

8. Contacting us

If you have any questions about our Terms or any queries or concerns about this Website, please email us at info@mva-bennett.com.au. Alternatively, you can contact us by post at Level 5, North Tower, 485 Latrobe Street, Melbourne VIC 3000 or telephone (03) 9642 8000.