

MIDDLETON HARVEY WEBSITE TERMS OF USE

1. CUSTOMER AGREEMENT

By visiting and/or using the www.middletonharvey.com.au website (the "**website**"), you (the "**customer**" or "**visitor**" to the website) agree to comply with, and be bound by, these terms and conditions.

1.1 Acceptance of these terms and conditions constitutes an agreement which creates a legally binding contract between you and Middleton Harvey Pty Ltd (A.C.N. 154795374).

1.2 If you do not agree to any of these terms and conditions, you must not use the website and must exit the site immediately.

1.3 Middleton Harvey Pty Ltd ("**We**" or "**Us**") reserves the right to make changes to the website and to these terms and conditions from time to time at our sole discretion. By continuing to use the website after we make any changes to it or to the terms and conditions, you agree to be bound by all of the changes we make.

1.4 We are not obliged to notify you prior to any changes we make to the website or to our terms and conditions. It is your responsibility to check our terms and conditions from time to time to acquaint yourself with them.

2. USE OF THE WEBSITE BY YOU

2.1 You agree to use the website only for purposes that are permitted by:

- (a) this agreement; and/or
- (b) any applicable law or regulation.

2.2 You may not use another customer's account without permission.

2.3 You agree that you will not engage in any activity that interferes with or disrupts the website or the servers and networks that host the website.

2.4 You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of the website.

2.5 You agree not to use, copy, distribute or commercialise content except as permitted by this agreement, by law or with our prior written consent.

2.6 You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

3. DISCLAIMER

3.1 Where possible care is taken to ensure the accuracy of the information contained on this website. However, we cannot accept responsibility for the accuracy or completeness of the information or opinions contained on the website. Middleton Harvey Pty Ltd makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any such material. Nor does it warrant or represent the material is free from any computer viruses or other defects which may result in damages. Middleton Harvey is not liable for any loss or damage however caused resulting from the use of such material. You should make your own enquiries before making decisions concerning your interests.

4. COPYRIGHT and TRADEMARKS

4.1 Middleton Harvey Pty Ltd reserves all copyright in the content and design of this website.

4.2 You may make a temporary copy of part or all of this website for the sole purpose of viewing it, including printing a copy for personal use only.

4.3 You must not otherwise reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of this website except with Middleton Harvey Pty Ltd's prior written consent or as permitted by applicable copyright legislation.

5. LIABILITY / INDEMNITY

5.1 You will at all times indemnify and keep indemnified, us and our directors, agents, employees and officers from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms and conditions.

6. THIRD PARTY WEBSITES

6.1 This website may contain links to other third party websites. Middleton Harvey Pty Ltd does not accept any liability for the availability of, or any content or material contained in or obtained through such websites or for the privacy practices of such websites.

6.2 The links are provided solely for your convenience and do not indicate any endorsement of the sites or the products or services provided in them.

7. SECURITY

7.1 Middleton Harvey Pty Ltd makes no warranty in respect of the security measures nor is it responsible for any misuse, loss and unauthorised access, modification and disclosure of information provided to Middleton Harvey Pty Ltd.

8. PRIVACY POLICY

8.1 You acknowledge that when you register to use this website, you agree to receive emails from Middleton Harvey about our services. You may elect to unsubscribe from Middleton Harvey communications at any time.

8.2 Refer to our Privacy Policy to view the full terms of Middleton Harvey's Privacy Statement.

9. APPLICABLE LAW

9.1 This agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia. You irrevocably submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia.

9.2 If any part of this agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this agreement and the severed part will not affect the validity and enforceability of any remaining provisions of this Agreement.

10. WAIVER

10.1 If we do not exercise or enforce any rights or provisions under this agreement, it will not constitute a waiver of such rights or provisions. Any waiver of any provisions under this agreement will only be effective if it is in writing and signed by us.