# WISELIVING

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### TERMS OF USE OF WEBSITE

### 1. Background

- (a) This website ("Website") is owned by WiseLiving Group Pty. Ltd. Pty Ltd (ABN 561 27 961 899) ("WiseLiving").
- (b) The content on the Website is intended to provide you with information regarding certain WiseLiving products ("WiseLiving Products") in which you, might be interested in purchasing or recommending to third parties ("Information").

#### 2. Website Use

- (a) By accessing or using the Website you agree to do so on the terms and conditions set out here and elsewhere on the Website ("Terms"). You must read these Terms carefully before using the Website.
- (b) The Terms are in addition to any additional terms and conditions that apply to the products and services offered by WiseLiving.
- (c) WiseLiving may amend the Terms without notice its sole discretion by posting amended Terms on the Website. By continuing to use the Website you accept the Terms as they apply from time to time. You should visit this webpage periodically to review the Terms.
- (d) WiseLiving reserves the right to change or discontinue any feature or part of the Website or the Information, the hours of availability and the equipment required to obtain access.
- (e) Any information supplied and gathered will not be sold or traded to third parties not directly associated with WiseLiving or the WiseLiving Group including Hurlcon Hydronic Heating Pty. Ltd. By supplying your information, you agree to receive marketing advice, special offers and promotions.

## 3. Disclaimer

- (a) The content on the Website is intended to provide you with the Information. It is for informational purposes only.
- (b) Nothing on the Website does or is intended to constitute purchasing advice or a recommendation that a particular WiseLiving Product will be suitable for the use intended by the purchaser.
- (c) You should make enquiries from other sources regarding any investment that you might be considering in regard to the Information
- (d) Part of the Information is provided by third parties. WiseLiving does not independently verify this information and therefore accepts no liability for any losses that may arise as a result of reliance on such information.
- (e) WiseLiving does not warrant or represent that the Information is free from typographical errors or defects. The use of the Website and the Information is at your own risk.
- (f) WiseLiving excludes to the maximum extent permitted by law, all warranties, representations, and implied terms and any liability which may arise in relation to access to or use of the Website or the Information.
- (g) Where liability cannot be excluded, any liability incurred by WiseLiving is limited to the re-supply of the Information. WiseLiving is not liable for any direct, indirect, incidental or consequential loss or damages arising out of the use of the Website or the Information, including lost business profits.
- (h) WiseLiving is not liable to any third party for any direct, indirect or consequential loss or damage for any use of or reliance upon the Information

or on any other linked website, including, without limitation to, loss suffered in connection with out-of-date materials or transmission of computer viruses, lost profits, business interruption, loss of programs or data, even if WiseLiving is expressly or impliedly advised of the possibility of such damages

 WiseLiving is not responsible if your use of the Website or the Information results in the need for servicing or replacing computer equipment or data.

#### 4. Intellectual Property

- (a) All content, coding, text, images, drawings graphics and Information available on this website is protected by copyright, trade mark or other intellectual property laws.
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- (e) No part of the Website may be reproduced, modified, or distributed in any form or manner without the prior written permission of WiseLiving.
- (f) Notwithstanding the above, WiseLiving allows use of its copyright material and Trade Marks for the purposes of editorial use by publishers of magazines and other industry publications, providing that the use is not of a disparaging nature or to assist in the advertising of products that are in competition with WiseLiving's products.

## 5. Links

- (a) WiseLiving will allow you to provide hypertext or links on your website to WiseLiving's Website providing that:
- (i) you do not engage in e-commerce in relation to the WiseLiving Products or any other products that you may offer for sale; and
- (ii) the link or text on your website does not imply that WiseLiving endorses or recommends your services in any manner or is associated with you in any way, other than in a supplier distributor relationship.

#### 6. Jurisdiction

- (a) It is your responsibility to ensure that use of the Website is in accordance with the laws of the relevant jurisdiction where the material is viewed or received.
- (b) Your access to and use of the Website is governed by and construed in accordance with the laws of New South Wales, Australia, and you agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.