Terms of Use

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By using the Website you agree to be bound by these Terms of Use. Use of the Website includes accessing, browsing, registering, communicating or uploading or downloading any content. If you do not agree with any of these terms, do not access or otherwise use the Website or any Content (as defined below) accessible through the Website.

We may revise these Terms of Use from time to time and such revision will take effect when it is posted on the Website. We will display a notice on the main page of the Website regarding any such changes. Your continued use of the Website will be regarded as your acceptance of these Terms of Use as amended.

By using the Website, you represent, acknowledge and agree that you are at least 18 years of age or, if you are under 18 years of age (a "Minor"), that you are using the Website with the consent of your parent or legal guardian and that you have received your parent's or legal guardian's permission to use the Website and agree to these Terms of Use. If you are a parent or legal guardian of a Minor, you hereby agree to bind the Minor to these Terms of Use and to hold us harmless if the Minor breaches any of these Terms of Use.

1. Ownership of Content

All copyright in all materials and information on the Website including, without limitation, any logo, design, text, graphic, video, sound, information, software and the arrangement of any of the foregoing ("Content") are owned by or licensed to a member of the Lendlease Group. You must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means without our prior written consent or the written consent of the copyright owner.

Subject to your compliance with these Terms of Use, we hereby grant you a limited, personal, non-exclusive, and non-transferable license to display the Content and to use the Website solely for your personal use. Except for the foregoing license, you have no other rights in the Website or any Content.

We reserve the right to amend or remove any Content from the Website at any time, for any reason.

Any feedback sent to us through the Website including, but not limited to, questions, comments and suggestions (collectively "Feedback"), will be deemed to be non-confidential

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2. Trade marks

The word "LENDLEASE" and the following logo are owned by Lendlease Corporation and registered in a number of countries around the world.



Any other trade marks appearing on this Website are either owned by us or a third party. You must not use any trade marks, including those trade marks specified above, that appear on the Website without the written consent of us or the applicable trade mark owner.

3. Links

The Website may provide links to or allow you to interact with other websites which are under the control of third parties ("Third Party Websites"). You acknowledge and agree that the terms and conditions and/or privacy policies that apply to such Third Party Websites may differ from those that apply to the Website, and you further acknowledge and agree that your use of such Third Party Websites is governed by the respective terms and conditions and/or privacy policies of the Third Party Websites. These links are provided for your information only, and we have no control over and do not monitor or endorse the content of Third Party Websites. We make no representations about and do not accept any liability in relation to Third Party Websites.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD-PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. You may not create a link from another website or document to the Website without our prior written consent.

4. Privacy

The Lendlease Group treats personal data with privacy, respect and integrity. The Lendlease Group handles all personal data (being information which is capable of identifying an individual) in accordance with its <u>Global Privacy Policy</u> and applicable privacy laws.

Please take note that the Lendlease Group also uses cookies and similar technologies in the Website and collects IP addresses and other information about devices from our visitors. Please read the full version of our <u>Cookie Policy</u>.

5. User Conduct

You are responsible for all of your actions in connection with the Website. Any fraudulent, disruptive, abusive or illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user.

In accessing this Website, you must act in accordance with the law and in a manner that is not otherwise anti-social, and you must not (except if expressly permitted by applicable law):

- disrupt or interfere with the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website or linked websites;
- disrupt or interfere with any other user's enjoyment of the Website or linked websites;
- use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the Website, or any of the Content, without our prior written permission;
- reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website;
- use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal, fraudulent or antisocial activity;
- attempt to obtain unauthorised access to the Website or parts of the Website that are not opened to public access; or
- post or transmit to or via the Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication.

The prohibitions above are examples only and the list is not complete or exclusive. We reserve the right to terminate your access to the Website for any action that we determine is inappropriate or disruptive to the Website or to any other user of the Website.

If we issue you with a password that permits you to access certain parts of the Website, you

are solely responsible for any use of the Website using that password, whether authorised or not. You must treat any such password as confidential, and not disclose it to any third party. If you know or suspect that anyone else knows your password, you must contact us using the details below.

You must comply with all laws and regulations that relate to your use of or activities on the Website. We may report to law enforcement authorities any actions that may be illegal, and any reports we receive of such conduct. When legally required or at our discretion, we will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Website or on the internet.

6. Indemnity

You agree to indemnify and hold us (and our related bodies corporate, directors, officers, employees, agents and contractors) harmless from any claim, action, demand, loss or damages arising out of or relating to any breach of these Terms of Use by you or which arises in connection with any user of your login credentials.

7. Warranties and Disclaimers

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Some jurisdictions do not allow the exclusion of implied conditions and warranties, so the above exclusions may not apply to you.

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The Content may contain general information about our products and services. Unless expressly stated otherwise, the Content does not:

- constitute an offer or inducement to enter into a legally binding contract;
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The Website may include information about stocks and their prices. The information made available on stock prices on the Website does not reflect the current or "real time" price of the stock. Images and diagrams on the Website are intended to be a visual aid only and do not necessarily accurately depict the object described.

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Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under any legislation which may not be excluded, restricted or modified by these Terms of Use.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS EXPRESSLY EXCLUDE ALL LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY LOSSES, DAMAGES, LIABILITIES, CLAIMS AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL COSTS AND SETTLEMENT COSTS) WHATSOEVER, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF OR IN CONNECTION WITH THE CONTENT OR THE WEBSITE (OR INFORMATION OR MATERIAL ACCESSED VIA THE WEBSITE), OR TO ACCESS OF THE WEBSITE BY YOU, HOWSOEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE.

If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible. In Australia and Japan, our liability for any breach of an implied condition or warranty under the Competition and Consumer Act 2010 (Cth) in the case of Australia and the Consumer Contract Act in the case of Japan is limited to us doing any one or more of the following (at our election):

- resupplying goods or services to you or supplying equivalent goods or services;
- repairing goods; or
- paying the cost of having the goods or services resupplied or goods repaired.

9. Termination and Suspension

We may, without notice and in our sole and absolute discretion, discontinue, suspend or terminate your access to the Website or any service offered by or through the Website.

All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers, indemnities and limitations of liability.

10. Severability

If any parts of these Terms of Use are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms of Use and it will not affect the validity and enforceability of the remaining provisions.

11. Waiver

Waivers must be in writing. No failure to enforce or waiver by us of our rights under these Terms of Use shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

12. Applicable law

These Terms of Use are governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

13. Contact

If you have any questions about these Terms of Use or otherwise need to contact us, please visit the "<u>Contact</u>" page of our website.