

Southern Cross Ceramics - Platform Access Conditions

1. OUTLINE

- 1.1 These Platform Access Conditions govern your use of and access to the Platforms.
 - 1.2 By using the Platforms or purchasing our Products online, you agree to the Platform Access Conditions.
 - 1.3 If you do not agree to the Platform Access Conditions, you may not use the Platforms.
 - 1.4 We may change, vary or modify all or part of these Platform Access Conditions at anytime at our sole discretion.
 - 1.5 If we adopt new Platform Access Conditions:
 - 1.5.1 we will post the new Platform Access Conditions on the Platforms; and
 - 1.5.2 the new Platform Access Conditions will, from the date of posting, apply to your use of and access to the Platforms through your acceptance of them by subsequent or continued use of the Platforms.
 - 1.6 It is your responsibility to check these Platform Access Conditions periodically for changes.
 - 1.7 If you object to any variation to these Platform Access Conditions, your only remedy is to immediately discontinue your use of the Platforms.
 - 1.8 By using the Platforms, 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 Platform Access Conditions, we grant you a personal, revocable, non-exclusive, non-transferable, limited right to enter and use the Platforms.
 - 1.10 These Platform Access Conditions were last updated on 1st April 2020.
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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 Platforms (where permitted) may be read or intercepted by others. Our Privacy Policy can be found at <https://www.scceramics.com/>
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3. PRODUCT + SERVICES CONDITIONS

- 3.1 The relevant Terms + Conditions apply to the provision of Services and (if applicable) to the use of specific portions or features of the Platforms.
 - 3.2 You agree to abide by such Terms + Conditions.
 - 3.3 Our obligations, if any, with regard to the Services are governed solely by the Terms + Conditions pursuant to which they are provided, and nothing on the Platforms should be construed so as to alter such Terms + Conditions.
 - 3.4 We may make changes to any Services offered on the Platforms (if applicable), or to the applicable prices for any such Services, at any time, without notice (except as may be applicable under relevant Terms + Conditions).
 - 3.5 The Content on the Platforms with respect to Services may be out of date, and we make no commitment to update such Content on the Platforms.
 - 3.6 Terms + Conditions may be changed from time to time and are effective immediately upon posting such changes on the Platform.
 - 3.7 Terms + Conditions can be found on the Platform.
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4. ACCESS TO PLATFORMS

- 4.1 While we use reasonable endeavours to ensure that the Platforms are 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 Platforms will provide specific results or benefits.
 - 4.2 The Platforms and its Content are delivered on an as-is and as-available basis.
 - 4.3 Your access to the Platforms 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.
 - 4.4 Except as expressly provided otherwise in these Platform Access Conditions, we reserve the right to change or discontinue any website, page, functionality, feature or service (or part thereof) on the Platforms at any time.
 - 4.5 We cannot ensure that any files or other data you download from the Platforms (if you are permitted to do so) will be free of viruses or contamination or destructive features.
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5. PLATFORMS CONTENT

- 5.1 The Platforms contain Content that is protected by our Intellectual Property Rights.
 - 5.2 Except as expressly provided otherwise in the Platform Access Conditions or any relevant Terms + Conditions, you do not have any right, title or interest in or right of use of any Content on the Platforms.
 - 5.3 Except as expressly provided in these Platform Access Conditions or any relevant Terms + Conditions, no part of the Platforms 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.
 - 5.4 You may use information on our Services purposely made available by us for downloading from the Platforms, provided that you:
 - 5.4.1 do not remove any proprietary notice (in copies of such documents;
 - 5.4.2 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
 - 5.4.3 make no modifications to any such information.
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6. REGISTRATION OF USERS

- 6.1 To access or use certain parts of the Platforms, 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.

- 6.2 When registering as a user of a relevant Platform, you must:
- 6.2.1 provide us with accurate, complete and up-to-date registration information, as requested;
 - 6.2.2 provide us with a form of identification to verify your identity, as requested; and
 - 6.2.3 inform us of any changes to your registration information.
- 6.3 When registering as a user of a relevant Platform, you must not:
- 6.3.1 register as a user multiple times; or
 - 6.3.2 impersonate or create a user registration for any person other than yourself.
- 6.4 As a registered user of the Platforms, you must:
- 6.4.1 ensure the security and confidentiality of your user registration details, including any username and/or password assigned to you;
 - 6.4.2 notify us immediately if you become aware of any unauthorised use of your user details; and
 - 6.4.3 not permit your user details to be used by or transferred to any other person.
- 6.5 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).
- 6.6 We reserve the right to, in our sole discretion, suspend or terminate your use or access to all or any part of the Platforms, including if we believe you are abusing the use of the Platforms in any way, have breached the Platform Access Conditions or applicable Terms + Conditions or are no longer an active user of the Platforms.

7. USE OF THE PLATFORMS

- 7.1 You must not:
- 7.1.1 use the Platforms in breach of any applicable laws or regulations;
 - 7.1.2 use the Platforms (or Content obtained from the Platforms):
 - a) to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited emails, instant messaging, "spimming," or "spamming";
 - b) to impersonate any person or entity;
 - c) to solicit money, passwords or personal information from any person;
 - d) to harm, abuse, harass, stalk, threaten or otherwise offend others; or
 - e) for any unlawful purpose;
 - 7.1.3 use the Platforms to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:
 - a) 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;
 - b) contains, promotes, or provides information about unlawful activities or conduct;
 - c) 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;
 - d) exploits another person in any manner;
 - e) contains nudity, excessive violence, or sexual acts or references;
 - f) includes an image or personal information of another person or persons unless you have their consent;
 - g) poses or creates a privacy or security risk to any person;
 - h) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - i) contains large amounts of untargeted, unwanted or repetitive content;
 - j) contains restricted or password only access pages, or hidden content;
 - k) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
 - l) advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
 - m) contains financial, legal, medical or other professional advice;
 - 7.1.4 interfere with, disrupt, or create an undue burden on the Platforms or any systems, or networks connected to the Platforms;
 - 7.1.5 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 Platforms;
 - 7.1.6 use the Platforms with the assistance of any automated scripting tool or software;
 - 7.1.7 frame or mirror any part of the Platforms without our prior written authorisation;
 - 7.1.8 use code or other devices containing any reference to the Platforms to direct other persons to any other web page;
 - 7.1.9 attempt to gain unauthorised access to any portion or feature of the Platforms, or any other systems or networks connected to the Platforms or to any of our servers, or to any of the Services offered on or through the Platforms, by hacking, password mining or any other illegitimate means;
 - 7.1.10 probe, scan or test the vulnerability of the Platforms or any network connected to the Platforms, nor breach the security or authentication measures on the Platforms or any network connected to the Platforms;
 - 7.1.11 reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Platforms to its source, or exploit the Platforms or any service or information made available of offered through the Platforms, in any way where the purpose is to reveal any information, as provided for by the Platforms;
 - 7.1.12 use any device, software or routine to interfere or attempt to interfere with the proper working of the Platforms or any transaction being conducted on the Platforms or with any other person's use of the Platforms;
 - 7.1.13 except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platforms or cause any other person to do so; or

7.1.14 delete any attributions or legal or proprietary notices on the Platforms.

8. MATERIAL OF USER

- 8.1 By uploading, transmitting, posting or otherwise making available any Material via the Platforms (where permitted), you:
- 8.1.1 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;
- 8.1.2 except where expressly stated otherwise, also grant each user of the Platforms a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose;
- 8.1.3 warrant to us that you have the right to grant the above mentioned licences;
- 8.1.4 warrant to us that the Material does not breach the Platform Access Conditions; and
- 8.1.5 unconditionally waive all moral rights (as defined by the *Copyright Act 1968* (Cth)) which you may have in respect of the Material.
- 8.2 We reserve the right (but have no obligation) to:
- 8.2.1 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 Platform Access Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and
- 8.2.2 monitor use of the Platforms, and store or disclose any information that we collect, including in order to investigate compliance with the Platform Access Conditions or for the purposes of any police investigation or governmental request.
- 8.3 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Platforms by any person other than us.
- 8.4 For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Platforms 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.

9. THIRD PARTY WEBSITES + ADVERTISING

- 9.1 The Platforms 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 Platforms and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such websites, you leave the Platforms entirely at your own risk.
- 9.2 You must not link to the Platforms from any other website (or otherwise authorise any other person to link from a third party website to the Platforms) without our prior written consent.
- 9.3 The Platforms 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.
- 9.4 If you contact a person using functionality provided on the Platforms, including via email, we do not accept any responsibility for any communications or transactions between you and the relevant person.
- 9.5 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.

10. CONTENT DISCLAIMER

- 10.1 You assume total responsibility for your use of the Platforms and any linked independent third-party websites.
- 10.2 Except where expressly stated otherwise, Content on the Platforms 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.
- 10.3 We do not make any representation or warranty that any Content on the Platforms will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.
- 10.4 We will not be liable for loss resulting from any action or decision by you in reliance on the Content on the Platforms, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.
- 10.5 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 Platforms in any circumstance.
- 10.6 Your sole remedy against us for dissatisfaction with the Platforms or any Content or Material is to stop using the Platforms.

11. EXCLUSIONS + LIMITATIONS

- 11.1 All express or implied representations, conditions, warranties and provisions relating to these Platform Access Conditions that are not contained in it, are excluded to the fullest extent permitted by law.
- 11.2 Any liability arising in relation to your use of the Platform, 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 hereby excluded to the fullest extent permitted by law.

12. NOTICE OF INFRINGEMENT

- 12.1 If you think that the Platforms have been accessed or used by another user in breach of these Platform Access Conditions, please email us at corporateservices@scceramics.com
- 12.2 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.
- 12.3 You will need to sign the notice and send it to corporateservices@scceramics.com

13. GENERAL

- 13.1 **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:
- 13.1.1 your use of, access to, conduct in connection with the Platforms;

- 13.1.2 any breach of these Platform Access Conditions;
- 13.1.3 any Material that you contribute or post to the Platforms; and
- 13.1.4 your use of or access to any websites operated by third parties and/or any dealings with such third parties linked from the Platforms.
- 13.2 **Lawful purpose:** You shall ensure that the Platforms are used only for lawful purposes and in accordance with any applicable laws.
- 13.3 **Binding:** These Platform Access Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.
- 13.4 **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 Platform Access Conditions. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Platform Access Conditions without our prior written consent.
- 13.5 **Force Majeure:** If a Force Majeure Event occurs, we may:
- 13.5.1 totally or partially suspend the Platforms, any part of the Platforms 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
- 13.5.2 elect to extend at our discretion the period for performance of an obligation under the Platforms or any relevant Terms + Conditions as is reasonable in all the circumstances.
- 13.6 **Severability:** Each clause in these Platform Access Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.
- 13.7 **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.
- 13.8 **Governing law:** These Platform Access Conditions shall be governed by the laws of Victoria.

14. INTERPRETATION + DEFINITIONS

- 14.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- 14.1.1 the terms **we**, **us** or **our** refers to Southern Cross Ceramics Pty Ltd (ACN 006 711 646) trading as Southern Cross Ceramics and Southern Cross Splashbacks ;
- 14.1.2 the terms **you** or **your** refers to a user of the Platforms.
- 14.2 **Defined terms:** In these Platform Access Conditions, unless otherwise provided, the following terms shall have their meaning as specified:
- 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.
- Force Majeure Event** means circumstances beyond our reasonable control shall include, 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, 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 our Products.
- 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 Platforms 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.
- Platform Access Conditions** means these terms and conditions of access to the Platforms and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Platforms, 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 (including but not limited to the Website), 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 Southern Cross Ceramics and Southern Cross Splashbacks and is amended from time to time, the most relevant one for the purposes of this document being as found on the Platforms.
- Products** means tailor made ceramic tiles (made by Southern Cross Ceramics in Australia) and stone and mosaic products (imported from China).
- Services** means any services of the Company delivered via the Platform.
- Terms + Conditions** means the relevant and applicable terms and conditions (being the terms and conditions of either Southern Cross Ceramics and Southern Cross Splashbacks) for the supply of Goods and Services by us to you.
- Website** means <http://www.southerncrossceramics.com/Home.aspx> and <http://www.southerncrosssplashbacks.com/> and all relevant sub-domains.