# Store It Group Website Terms & Conditions

Store It Group maintains this site for information and communication purposes. This webpage contains the Terms & Conditions governing your access to and the use of <u>www.storeitgroup.com.au</u> (*the "Website"*). By using this Website you accept these Terms & Conditions in full. If you disagree with these Terms & Conditions, or any part thereof, you should not use this Website.

# **Changes to Terms & Conditions**

Store It Group may, at any time, for any reason, and without notice, make changes and amendments to this Website. Any such changes will take effect immediately. Your continued use of this Website following any changes constitutes an agreement to abide, accept and be bound by these changes.

# **Acceptable Use**

Unless otherwise stated, Store It Group and/or its related entities own the intellectual property rights in the Website and material on the Website. All these intellectual property rights are reserved.

All material on this site, including but not limited to, all code, text, graphics, images, forms, documents, software, audio and video files are owned and/or controlled by Store It Group and/or its related entities. Such material may not be copied, distributed, republished, uploaded, modified, transmitted or sold in any way without consent and authorisation from Store It Group, or as specifically agreed to or required by law. The systematic retrieval of data from this Website is also prohibited.

You must not use this Website in any way that causes, or may cause damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Whilst Store It Group has taken reasonable care, e-mail submissions over the Internet may not be secure and are subject to the risk of interception by third parties. Please consult our **Privacy Policy**.

You agree not to submit or transmit any e-mails or materials through this Website that: (i) are defamatory, threatening, obscene or harassing; (ii) contain or is linked to any spyware, computer virus, worm, Trojan horse or any other harmful or malicious software; (iii) incorporate copyrighted or other proprietary material of any third party without that party's permission or; (iv) otherwise violate any applicable laws.

Links to other sites may be provided for convenience and information purposes only. Linked sites are to be accessed at your own risk. Store It Group does not control nor endorse such linked sites. We are not responsible for the content or the privacy practices of these linked sites; nor do we make any representations about the accuracy, completeness, validity or reliability of any information contained within these linked sites.

# **No Warranties**

This website is provided "as is" without any representations or warranties of any kind, whether express or implied. Store It Group makes no representations or warranties in relation to this Website or the information and materials provided on the Website. Without prejudice, Store It Group does not endorse and makes no warranty that (i) this Website will be constantly available, or available at all; (ii) the content

on the Website is complete, true, accurate or reliable; and Store It Group will not be liable or otherwise responsible for any failure or delay in updating the Website or any content. Nothing on this Website constitutes, or is meant to constitute advice of any kind.



# Store It Group Website Terms & Conditions

# **Limitations of Liability**

Store It Group disclaims any liability, whether under the law of contract, tort, negligence or otherwise, that is claimed to have arisen in relation to the contents of, or use of, or otherwise in connection with, this Website. This liability includes but is not limited to: (i) direct, indirect, incidental, punitive, consequential or special loss, damages and/or injury; and (ii) business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

Store It Group will not be liable for any losses, damages and/or injury caused from, but not limited to, any failure of performance, error, omission, interruption, defect, delay in transmission or operation, computer virus, telecommunication line failure or unauthorised access, whether caused in whole or by part by negligence, acts of God, telecommunication failure, theft, destruction of or unauthorised access to the Website or the content.

These limitations of liability apply even if Store It Group has been expressly advised of the potential loss.

#### Indemnity

You agree to indemnify and defend Store It Group, its officers, directors, employees, and associates harmless from and against any claims, actions or demands, liabilities, actions or proceedings including without limitation, reasonable legal and accounting costs, resulting from, or alleged to result from, any breach by you of any provision of these Terms & Conditions.

# **Breaches of these Terms & Conditions**

Without prejudice to Store It Group's other rights under these Terms & Conditions, if you breach these Terms & Conditions in any way, Store It Group may take such action as it deems appropriate to deal with the breach.

# Assignment

Store It Group may transfer, sub-contract or otherwise deal with its rights and/or obligations under these Terms & Conditions without notifying you or obtaining your consent.

You may not transfer sub-contract or otherwise deal with your rights and/or obligations under these Terms & Conditions

# Severability

If a provision of these Terms & Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions within these Terms & Conditions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Separate Agreements**

You may have other agreements with Store It Group. Those agreements are separate and in addition to these Terms & Conditions. These Terms & Conditions do not change or amend the terms set out in any other agreement you may have with us.

#### Jurisdiction

The use of this Website, these Terms & Conditions and disclaimers is subject to the laws of NSW and Australia. If there is a dispute between you and Store It Group that results in litigation then you must submit to the jurisdiction of the courts of NSW.

