

TERMS AND CONDITIONS OF ACCESS TO VILLAGEINFONET

Terms of Use

Your use of and access to VillageInfoNet is subject to the following terms and conditions which you are deemed to accept by accessing VillageInfoNet.

Your Right to Use the VillageInfoNet

We grant you a right to access remotely your Data and Documents via the internet, for your own internal business purposes.

You may:

- access and view your Data;
- generate, view and print reports based on your Data;
- view the Documents;
- print copies of the Documents; and
- download your Data in "excel" format, but only using your Passwords and subject to any restrictions we may notify you of in writing, from time to time.

Passwords

We will (with reference to our password issuance policy and in consultation with you) determine how many Passwords you require.

You may apply for additional Passwords or request the cancellation of Passwords in writing from time to time.

You are responsible for all access to your Data and Documents using your Passwords.

Your Obligations

You must, and must ensure that those who you are responsible for:

- immediately notify us if you become aware of or suspect that any unauthorised person has obtained or attempted to obtain access to VillageInfoNet or any Data and take all steps available to you to identify the relevant person;
- do not sell, lease, sub-licence, lend, assign, give or transfer, in whole or in part, Downloaded Spreadsheets to third parties or provide third parties access to the Downloaded Spreadsheets;
- keep all Passwords provided to you confidential and do not disclose them to any persons, except on a confidential basis to your professional advisers for your usual business purposes; and
- advise us if any of your users leave so that we can manage password access to your Data and Documents.

Security

We will endeavour to keep your Data confidential and secure and will use suitable techniques and standards. We will procure such physical site security, data backup and firewalls as we consider necessary.

Representations and Warranties

Neither we, nor anyone that we are responsible for, are liable to you at law, by statute, in equity or otherwise arising from your use of VillageInfoNet nor for any loss, damage or injury incurred by you arising directly or indirectly from your use of VillageInfoNet.

All warranties, representations or conditions, whether implied by statute law, trade, custom or otherwise, which would otherwise apply to the use of the VillageInfoNet information, are expressly excluded to the fullest extent permitted by law. In particular (and without limitation) we do not warrant:

- that your use of or access to VillageInfoNet will be uninterrupted or that VillageInfoNet will operate in combinations which may be scheduled for use by you; or
- the accuracy or completeness of any Data or Documents, whether input by us or otherwise.

Termination or Suspension

If we become unable or unwilling to provide you with access to your Data or Documents or to provide you with Downloaded Spreadsheets, we may at our option suspend or terminate your access to your Data or Documents, or suspend or terminate provision of the Downloaded Spreadsheets (as applicable), without notice.

Your use of VillageInfoNet will also automatically terminate where we no longer provide services for your villages.

Intellectual Property

We own all intellectual property rights in VillageInfoNet and the Downloaded Spreadsheets. Neither you nor anyone that you are responsible for has, or will acquire, any intellectual property rights in VillageInfoNet or Downloaded Spreadsheets.

Use of Data

By accessing VillageInfoNet you confirm that we may use your Data and any reports based on your Data for industry based surveys and reports, provided that you and your residents are not identified in those surveys and reports.

Changes to terms of use

We reserve the right to change these terms and conditions of access to VillageInfoNet from time to time. By continuing access to VillageInfoNet you agree to be bound by the amended terms and conditions.

Defined Terms

In these Terms and Conditions of access to VillageInfoNet:

"*Data*" means the data obtained from you, or on your behalf, which relates to your residents' occupancy arrangements;

"*Documents*" means all current disclosure statements, occupation licences for residents and other documents relating to your retirement villages and their residents as agreed with SSL from time to time;

"*Downloaded Spreadsheets*" means spreadsheets of Data downloaded in excel format; and

"*Password*" means the unique user name and password provided to you by SSL to enable you to access your Data and Documents.