

Website Terms of Use

These Terms of Use ("Terms") govern your use of our website located at www.fso.com.au ("Site") and form a binding contractual agreement between you, the user of the Site and us, CPD Holdings Pty Ltd T/A FRAMELESS SHOWERS ONLINE ABN 16 098 466 785 ("we" or "us").

For that reason these Terms are important and you ("you", "your" or "Buyer") should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us on **[insert details]**.

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By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

1. Licence to use Site

- 1.1. We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the terms and conditions set out in this Agreement.
- 1.2. You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.
- 1.3. You must not add any content to the Site:
 - 1.3.1. unless you hold all necessary rights, licences and consents to do so;
 - 1.3.2. that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - 1.3.3. that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - 1.3.4. that would bring us, or the Site, into disrepute; or
 - 1.3.5. that infringes the intellectual property or other rights of any person.
- 1.4. The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.
- 1.5. You acknowledge and agree that:
 - 1.5.1. we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
 - 1.5.2. the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

2. Disclaimer

- 2.1. You acknowledge and agree that the information posted on the Site is general information only and is not advice relating to your individual circumstances; and
- 2.2. You acknowledge and agree that any instructional videos are for general guidance and you must use your own suitably qualified tradesperson's for measuring up your space including shower recess in calculating the size is required for your circumstances, and the applicable installation process for you.

3. Intellectual Property Rights

- 3.1. Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.

- 3.2. By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 3.3. You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 3.4. The licence in clause 3.3 will survive any termination of these Terms.
- 3.5. You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 3.2 and 3.3.

4. Warranties

- 4.1. You represent and warrant to us that:
 - 4.1.1. you have the legal capacity to enter these Terms; and
 - 4.1.2. you have complied with clause 1.3.

5. Liability

- 5.1. To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 5.2. To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 5.3. These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
 - 5.3.1. in the case of goods:
 - 5.3.1.1. the replacement of the goods or the supply of equivalent goods;
 - 5.3.1.2. the repair of the goods;
 - 5.3.1.3. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - 5.3.1.4. the payment of having the goods repaired, and
 - 5.4. in the case of services:
 - 5.4.1. the supply of the services again; or
 - 5.4.2. the payment of the cost of having the services supplied again.

6. Termination

- 6.1. These Terms terminate automatically if, for any reason, we cease to operate the Site.
- 6.2. We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

7. General

- 7.1. You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 7.2. If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 7.3. Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 7.4. This Agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.

Website Privacy Policy

This Privacy Policy applies to all personal information collected by CPD Holdings Pty Ltd T/A FRAMELESS SHOWERS ONLINE ABN 16 098 466 785 (“we” or “us”) via the website located at www.fso.com.au (“Site”).

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1. How to contact us about privacy

- 1.1. Your privacy is very important to us. For that reason, please read the following details carefully and get in contact with us if you have any questions. You can contact us on:
[insert contact details].

2. Collection and Purpose

- 2.1. We may collect personal information from you in the course of your visiting the Site if you input any personal information into the Site. In addition, we also collect cookies from your computer, which enables us to tell when you use the website and also to help customise your website experience.
- 2.2. The purpose for which we collect personal information is to provide you with the best service experience possible on the Site. Some provision of personal information is optional. However, if you do not provide us with certain types of personal information, you may be unable to enjoy the full functionality of the Site.

3. ISP records

- 3.1. When you visit the Site or download information from it, our Internet service provider (ISP) makes a record of your visit and records following information:
- 3.1.1. your Internet address;
 - 3.1.2. your domain name, if applicable; and
 - 3.1.3. the date and time of your visit to the Site.
- 3.2. Our ISP also collects information such as the pages our users access, the documents they download, links from other sites they follow to reach our site, and the type of browser they use. This information is anonymous, however, and is only used for statistical and website development purposes.

4. Disclosure

- 4.1. We customarily disclose personal information only to our service providers who assist us in operating the website. Subject to paragraphs (7), (8) and (9) below, we will only disclose personal information to an unrelated third party with your consent.

5. Access and correction

- 5.1. National Privacy Principle 6 of the Australian *Privacy Act 1998 (Cth)* allows you to get access to, and correct, the personal information we hold about you in certain circumstances. If you would like to obtain such access, please contact us on the details set out above.

6. Security

- 6.1. We have processes in place to keep your personal information secure, including encryption of all data when it is transferred to our service providers and limitations on access to personal information within our organisation.
- 6.2. The Internet is not however a secure environment. If you use the Internet to send us any information, including your email address, it is sent your own risk. The Site may contain links to other websites, and we are not responsible for the privacy practices or the content of such other websites.

7. Privacy Act Acknowledgement

- 7.1. You acknowledge that credit information may be given to a credit reporting agency, the Buyer understands that section 18E (8)c) of the *Privacy Act 1988 (Cth)* (**Privacy Act**) allows the Seller to give a credit reporting agency certain personal information about the Buyer.
- 7.2. You acknowledge that the information which may be given to an agency is covered by section 18E (1) of the Privacy Act and includes:
 - 7.2.1. Particulars to identify the Buyer;
 - 7.2.2. The fact that the Buyer has applied for credit and the amount;
 - 7.2.3. The fact that the Seller is a credit provider to the Buyer;
 - 7.2.4. Payments which become overdue more than 60 days;
 - 7.2.5. Advice that payments are no longer overdue;
 - 7.2.6. That the credit provided to the Buyer by the Seller has been discharged.

8. Authority for the Seller to obtain certain credit information

- 8.1. To enable the Seller to assess the Buyer application for commercial or personal credit, the Buyer authorises the Seller as follows:
 - 8.1.1. If asked to provide commercial credit, to obtain from a credit reporting agency a credit report containing personal credit information about the Buyer. This is in accordance with section 18K (1) (b) of the Privacy Act.
 - 8.1.2. If asked to provide personal credit, to use a credit report containing information about the Buyer's commercial activities or commercial credit worthiness from a business which provides information about the commercial creditworthiness of a person. This is in accordance with section 18L (4) of the Privacy Act.

9. Authority to exchange information with other credit providers

- 9.1. In accordance with section 18N (1) (b) of the Privacy Act, the Buyer authorises the Seller to give to and receive from the credit provider **[insert name]** or that may be named in a credit report issued by a credit reporting agency, information in the Seller's possession or the other credit provider's possession about the Buyer's creditworthiness, credit standing, credit history and credit capacity.
- 9.2. The Buyer understands the information referred to in the previous paragraph may be used to:
 - 9.2.1. Assess an application for credit by the Buyer;
 - 9.2.2. Assist the Seller in avoiding default on the Buyer's credit obligations;
 - 9.2.3. Notify other credit providers of a default by the Buyer;
 - 9.2.4. Assess Buyer's creditworthiness.

10. Transfer out of Australia {Delete if inapplicable}

- 10.1. The Site is not hosted in Australia. For that reason, we transfer all data on the website (including all personal information) to our hosting service provider in the United States of America. You hereby consent to this transfer.