**WEBSITE TERMS OF USE**

1. Welcome to the website ofPeak Hawthorne Pty Ltd A.C.N. 620 287 836 as trustee for the Peak Hawthorne Unit Trust and Peak New Farm Pty Ltd A.C.N. 631 270 338 as trustee for the Peak New Farm Unit Trust(**our, us** and **we**).

**General Terms**

1. By accessing, browsing or using this website (**Website**), you agree to be bound by these terms, conditions and disclaimers as amended from time to time (**Terms of Use**). Please read these Terms of Use carefully before using the Website.
2. These Terms of Use are in addition to any other terms and conditions that apply to the transactions you have entered into with us, the services you or your organisation have engaged us to provide, and the services you or your organisation are interested in. If you do not agree to be bound by these Terms of Use, then please immediately discontinue your use of the Website.
3. We may amend these Terms of Use at our discretion and without notice by posting the amended Terms of Use on this Website. A copy of the current Terms of Use will be available on this Website at all times.
4. By continuing to use this Website you accept these Terms of Use and our Privacy Policy as they apply from time to time. You should visit this page periodically to review the Terms of Use. If you violate any Terms of Use your right to use and access this Website automatically terminates.
5. We reserve the right to change or discontinue any feature of the Website, the hours of availability and the equipment required for access.

**Disclaimer of Liability**

1. Whilst care is taken to ensure the content on this Website is current and accurate, we do not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the information and content contained on the Website (collectively, **Content**), or that it is suitable for your intended use.
2. The Content on this Website is intended for informational purposes only to provide a summary and general overview on matters of interest. The Content is provided by us in good faith on an “as is” basis without warranty of any kind.
3. You agree and acknowledge that you have not made known to us either expressly or by implication, any purpose for which you require the Website, and you have the sole responsibility of satisfying yourself that it and the Content is suitable for your intended use.
4. The Content provided is of a general nature only and should not be used as the basis for making any decision, without consulting primary, more accurate, complete or timely sources of information and relating it specifically to your personal and financial circumstances.
5. The Website may contain historical Content that is not current and is provided for reference purposes only.
6. We make no warranties, guarantees or representations that the Content on the Website will not cause damage or that the Content is free from any computer virus or other defects. We are not responsible to you or anyone else for any loss or damage which may be incurred in connection with the use of this Website or any of the Content. This includes, but is not limited to loss suffered in connection with out of date Content or the transmission of computer viruses.  We recommend that virus checks should be done on any Content downloaded. The use of the Website and the Content is at your own risk.
7. All warranties, representations and implied terms and any liability which may arise in relation to your access to the Website or the Content are expressly excluded to the extent permitted by law.
8. We reserve the right to suspend or terminate your access to the Website, at its sole discretion, for any reason.
9. We will use reasonable endeavours to ensure that the Website is available continuously. However, we do not guarantee that access to the Website will be continuous or uninterrupted.
10. To the extent permitted by law, we and our directors, employees, contractors and representatives will in no way be liable to any party for any injury, loss or damage arising out of or related to the use of (or the inability to use) the Content, any opinions displayed on the Website, or any information made available in response to any enquiries or services you or your organisation are interested in.
11. To the extent permitted by law, we will not be liable for any direct, indirect, incidental, special or consequential loss or damage, including loss of programs or data, loss of business, business interruption, or lost profits. If your use of the Website results in the need for servicing or replacing of any equipment, we will not be liable for those costs to the extent permitted by law.
12. Where liability cannot be excluded, to the extent permitted by law, any liability incurred by us is limited to the re-supply of the Content on the Website, or the reasonable costs of having the Content re-supplied.

**Prohibited use of the Website**

1. You warrant that you will not use this Website for any purpose prohibited by these Terms of Use and acknowledge that you will not:
   * use this Website to endorse or promote concepts that are hateful or disparaging towards any race, religion, political affiliation, gender, sexual orientation or nationality or otherwise offend any person;
   * publish, link to or disseminate any content which is unlawful, obscene, indecent, offensive or inappropriate; or
   * impersonate any other person or entity or share information which reasonably identifies another person without their consent.
2. You acknowledge and agree that you release, discharge and indemnify us from and against any claim or demand which may be brought against or made upon us by you or any third party in connection with your use of the Website.
3. You acknowledge and agree that this Website has been provided to you for personal use. You agree at all times to access and use the Website in accordance with these Terms of Use (including our Privacy Policy) and all applicable laws. You must not:
   1. copy, collect, use, duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rent, lease, loan, trade, rebrand, or otherwise transfer any content, information and photographs found on this Website except expressly authorised by us;
   2. utilise any content you view on or obtain from this Website to provide any commercial service including any service that is competitive with us;
   3. remove, tamper with, seek to override or otherwise interfere with any security or technological protection measure forming part of this Website;
   4. remove, obliterate, or obscure from view any copyright, trade mark or confidentiality notice or legend appearing on or within this Website;
   5. create a deep-link to this Website for any purpose unless expressly authorised in writing by us;
   6. use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages contained in this Website, and must not use such processes to download or access our contact information or any other user of this Website;
   7. engage in “framing,” “mirroring” or otherwise simulating the appearance or the function of this Website, unless expressly authorised in writing by us;
   8. attempt to or actually access this Website by any means other than through the interfaces provided by this Website;
   9. remove, cover or otherwise obscure any form of advertisement included on this Website; or
   10. interfere with or disrupt the availability of this Website, including but not limited to any servers or networks connected with this Website.
4. If you purchase any services from us that are provided via the Website, you may be issued with a user name and password. You are responsible for maintaining the confidentiality of that user name and password, and are fully responsible for all conduct carried out under the provided user name and account.

**Links to other sites**

1. You may from time to time be able to, through hypertext or other computer links, gain access to other websites operated either by us, our affiliates or other third parties (**Third Party Linked Sites**).
2. Unless otherwise specified, the Third Party Linked Sites are not under our control. The Third Party Linked Sites may have different terms of use and may be subject to different laws. We are not responsible for the content of any Third Party Linked Sites, or any changes or updates to such sites. We provide these links for your convenience only. You link to any such Third Party Linked Sites at your own risk. We are not a party to any transaction between you and a Third Party Linked Site. Unless specified, we do not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in those Third Party Linked Sites.

**Jurisdiction**

1. It is your responsibility to ensure that use of this Website is in accordance with the laws of the relevant jurisdiction where the Content is viewed or received.

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**Spam**

1. Any publication of electronic mail addresses on this website is to facilitate communications relating to our functions and business and must not be inferred as consent by us or the relevant addressee to receiving unsolicited commercial electronic messages.

**Product Descriptions**

1. We make all reasonable efforts to display the products listed for sale on the Website as accurately as possible. We do not warrant that product descriptions or other content are accurate, complete, reliable, current or error free. While we make every effort to ensure that our products are described and priced accurately, in the event that an item is deemed to be described or priced incorrectly, we reserve the right to refuse a sale of that item. If the error is discovered after payment has been finalized, we reserve the right to cancel the sale and refund the transaction in full.

**Miscellaneous**

1. By accessing and using this Website, you agree to submit to the exclusive jurisdiction of the courts of the State of Queensland, Australia, and the courts entitled to hear appeals from those courts. If you access this Website from other jurisdictions, you are additionally responsible for compliance with local laws.
2. If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.
3. If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from these Terms of Use and the remaining provisions (and remaining part of the provision) are valid and enforceable.
4. A party may exercise its rights at any time and does not waive those even if that party previously waived a breach or default of all or part of the same or other provision or delayed or omitted to exercise its rights.
5. A waiver is only effective if it is signed by the party granting the waiver and only to the extent set out in the waiver.
6. This version of these Terms of Use is dated 20/06/2024.