

RCJ GROUP - WEBSITES TERMS AND CONDITIONS

IMPORTANT LEGAL NOTICE

In these website terms and conditions (**Website Terms**):

- “**RCJ**” means Russell Curtis & Janes Advertising Pty Ltd ABN 15 005 856 575 (T/A RCJ Media; RCJ Media Group; Media Credit Australia; and Media Buying Services) and, where applicable, any of the other entities within the RCJ Group which supplies goods and/or services to you (whether or not that fact is disclosed).
- “**RCJ Group**” means, collectively, RCJ and each of the following entities and their successors and assigns:
 - Leapfrogger Pty Ltd ABN 91 607 722 109; and
 - Brand Asia Pty Ltd ABN 72 666 692 119,together with any additional entities that become subsidiaries of RCJ from time to time.
- “**We**” and “**Us**” means RCJ and “**Our**” means belonging or pertaining to Us.

These Website Terms set out the terms and conditions on which RCJ provides access to Our websites (www.rcj.com.au; www.leapfrogger.com.au and www.brandasia.com.au) (**Websites**).

Please read these Website Terms carefully as your use of Our Websites is subject to these Website Terms. Use of personal information submitted by you via a Website is governed by Our privacy policy which can be accessed at [\[link to be confirmed\]](#) (**Privacy Policy**).

By accessing and using a Website (whether now or in the future), you agree to be bound by these Website Terms and Our Privacy Policy. If you do not accept these Website Terms and Our Privacy Policy you should cease using the Websites immediately.

We reserve the right to amend these Website Terms from time to time and We may give you notice of any amendments by publication on the Website or by some other means of notification. You will be deemed to have had knowledge of such amendments and to have accepted these Website Terms as amended if you continue to access the Website after amendment of these Website Terms.

For the avoidance of doubt, these Website Terms are deemed to be a written agreement between Us and you and in the event of any conflict with RCJ’s Terms and Conditions of Trade which can be accessed at [\[link to be confirmed\]](#), these Website Terms will prevail.

1. HOW YOU CAN ACCESS OUR WEBSITES

1.1. Acceptance of Website Terms

By accessing any part of a Website, you agree that you accept these Website Terms. If you do not accept these Website Terms, you should not use or access a Website.

1.2. Revision of Website Terms

We may revise these Website Terms at any time. You should check Our Websites regularly to review the current Website Terms. You will be subject to the Website Terms in force at the time that you accessed a Website.

1.3. Personal Information

When you create an account or make an enquiry on a Website, you must provide Us with personal information such as your name, contact number and email address. We may also request additional information from you in order to answer your query. We will handle all personal information We collect in accordance with Our Privacy Policy.

2. YOUR LICENCE TO USE OUR WEBSITES

2.1. Permitted Use

You are permitted to use Our Websites for your own use on the following basis:

- You must not misuse Our Websites.
- RCJ's logo and other associated logos are protected trademarks and must not be used by you except as part of a reproduction and in a manner authorised by Us or expressly permitted under the *Copyright Act 1968 (Cth)* any other applicable copyright laws and treaties around the world (**Copyright Laws**). You must not modify, or permit the modification of RCJ's trademarks in anyway. Trademarks used on Our Websites to refer to other firms and/or their products or services are the intellectual property of the registered proprietors.
- You are not allowed to use, disseminate or reproduce any of the materials on Our Websites for commercial purposes without obtaining a licence from Us to do so.
- Unless otherwise stated, the copyright and other intellectual property rights on Our Websites and in material published on Our Websites (including without limitation photographs and graphical images) are owned by Us or Our licensors. These works are protected by the Copyright Laws and all rights are reserved. Any use of extracts from Our Websites other than in accordance with these Website Terms is prohibited.

2.2. Limitation on use

Except as stated in paragraph 2.1, Our Websites may not be used, and no part of Our Websites may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service, without Our express prior written permission.

2.3. Username and Password

If you create an account, you will be required to select a password. You are responsible for keeping your username and password secure and are responsible for all use and activity carried out under this username and password. You must not share, give or sell your username or password to any person or company. You must take all actions possible to protect your username and password from fraudulent use. You agree to release and indemnify RCJ in connection with any loss or damage suffered by any party in connection with any use (whether authorised or unauthorised) of your username or password. Excessive viewings or logins by you may be construed by Us as fraudulent use of a Website, which may result in the immediate cancellation or suspension of your account without refund or prior notice to you.

2.4. Reservation of rights

Any rights not expressly granted in these Website Terms are reserved.

3. ACCESS TO THE WEBSITES

3.1. Websites availability

While We try to ensure Our Websites are normally available 24 hours a day, We do not undertake any obligation to do so, and We will not be liable to you if a Website is unavailable or otherwise not fully or properly functioning at any time or for any period.

3.2. Suspension of access

Access to Our Websites may be suspended temporarily at any time and without notice.

3.3. Information security

The transmission of information via any website is not completely secure. Although We take the steps required by law to protect your information, We cannot guarantee the security of your data transmitted to a Website. You acknowledge that any transmission is at your own risk.

4. LINKS TO AND FROM OTHER WEBSITES

4.1. Third-party Websites

Any links to third-party websites on Our Websites are provided solely for your convenience. If you use these links, you leave Our Website. We have not reviewed and do not control any of these third-party websites and are not responsible for these third-party websites or their content or availability. We do not endorse or make any representation about these third-party websites, their content, or the results from using such websites. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk.

4.2. Linking permission

You may link to a Website, provided that:

- you do so in a fair and legal way which does not damage or take advantage of RCJ's reputation;
- you do not establish a link from a website or other medium that is not owned by you or in a way that suggests a form of association with or endorsement by Us where none exists;
- any website from which you link must comply with the content standards set out in these Website Terms; and
- We have the right to withdraw linking permission at any time without notice and for any reason.

5. DISCLAIMERS

5.1. Websites information

We may make changes to the material on Our Websites, at any time without notice.

5.2. Service Lists

Services listed on Our Websites are subject to change.

5.3. Viruses and Malware

We do not represent or warrant that Our Websites or any other material accessible from Our Websites, is free from computer viruses, worms, trojans, malware or any other defect or error which may affect your software or systems. You should protect your software, devices and systems by installing and implementing your own security and system checks.

5.4. Exclusion of terms

We provide you with access to Our Websites on the basis that, to the maximum extent permitted by law, including the *Australian Consumer Law*, We exclude all representations, warranties, conditions, undertakings and other terms in relation to Our Websites (including any representations, warranties, conditions, undertakings and other terms which might otherwise apply to Our Websites, or be otherwise implied or incorporated into these Website Terms, by statute, common law or otherwise).

5.5. Display of Prices and taxes

Any prices for listed on Our Websites are in Australian dollars unless otherwise stated. These prices may exclude additional charges (such as taxes) and are subject to change without notice.

6. LIABILITY

6.1. Your Rights

Nothing in these Website Terms excludes or limits Our liability for any liability which cannot be excluded or limited under applicable law, including the *Australian Consumer Law*. Nothing in these Website Terms affects your statutory rights, including rights relating to the consumer guarantees applicable to the supply of goods and services.

6.2. Exclusion of liability

Subject to your statutory rights under the *Australian Consumer Law* more generally, We will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with Our Websites (including the use, inability to use or the results of use of Our Websites) for:

- any loss of profits, sales, business, or revenue;
- loss or corruption of data, information or software;
- loss of business opportunity;
- loss of goodwill; or
- any loss not arising naturally or not arising according to the usual course of things from the relevant breach or acts or omissions.

6.3. Additional costs

You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of Our Websites,

including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

6.4. Indemnity

You agree to indemnify and hold RCJ, its affiliates, officers, directors, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal costs on a full indemnity basis, made by any third party due to or arising out of your breach of these Website Terms, your use of Our Websites or the terms and policies it incorporates by reference, or your violation of any law or the rights of a third party.

7. TERMINATION OF ACCESS TO THE WEBSITES

7.1. When We can terminate

We may terminate or suspend (at Our absolute discretion) your access to one or more of Our Websites immediately by notifying you in writing (including by email) if We believe in Our sole discretion that you have breached any provision of these Website Terms.

7.2. Obligations upon termination

Upon termination or suspension you must immediately destroy any downloaded or printed extracts from Our Websites.

8. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications We send to you should be in writing. When using Our Websites, you accept that communication with Us will be mainly electronic. We will contact you by email (if one has been provided) or provide you with information by posting notices on Our Websites. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that We provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9. ADDITIONAL TERMS

9.1. Severability

If any of these Website Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions of these Website Terms which will continue to be valid to the fullest extent permitted by law.

9.2. Entire agreement

These Website Terms and any document expressly referred to in them constitute the whole agreement between you and Us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between Us relating to the subject matter of these Website Terms.

9.3. No waiver

Any failure or delay by you or Us in enforcing (in whole or in part) any provision of these Website Terms will not be interpreted as a waiver of your or Our rights or remedies.

9.4. Assignment

You may not transfer any of your rights or obligations under these Website Terms without Our prior written consent. We may transfer any of Our rights or obligations under these Website Terms without your prior written consent to any of Our affiliates or any business that We enter into a joint venture with, purchase or are sold to.

9.5. Headings and Explanations

The headings and explanations in these Website Terms are included for convenience only and do not affect their interpretation.

10. GOVERNING LAW AND JURISDICTION

These Website Terms are governed by and construed in accordance with the laws of Victoria, Australia. Disputes or claims arising in connection with these Website Terms (including non-contractual disputes or claims) are subject to the non-exclusive jurisdiction of the courts of Victoria, Australia.