

## Terms and Conditions of Use

### 1. Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Sense2 website located at [www.sense2.com.au](http://www.sense2.com.au), [www.sense2.de](http://www.sense2.de) and [www.sense2.jp](http://www.sense2.jp) (the "Website") and all associated Websites linked to the Website.

**BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, THEN SENSE2 ASKS YOU DO NOT USE THE WEBSITE.**

### 2. Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively known as "Content"), including but not limited to the design, structure, selection, coordination, expression, '*look and feel*' and arrangement of such Content, contained on the Website is owned, controlled or licensed by or to SENSE2, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Sense 2 does not, nor does any other party who provides Content to this Website make any warranty as to the accuracy, completeness or currency of the Content. As a user of this Website, you are required to make your own enquiries before entering into any transaction on the basis of or in reliance upon the Content. To the extent permitted by law, Sense 2 and its employees, officers, agents and contractors exclude all liability for any loss or damage (including without limitation, indirect, special or consequential loss or damage) arising from the use of, or reliance upon the Content whether or not this is caused by a negligent act or omission.

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including 'mirroring') to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Sense 2's express prior written consent.

Sense 2 and each party providing Content to the Website are limited in its liability to the extent permitted by law, to the resupply of the Content. Sense 2 does not accept responsibility for any liability in respect of access to other content through the use of this Website.

### 3. Your Use of the Website

While utilising our Website, you may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. Sense 2 reserves its right to bar individuals thought to be conducting such activity.

You may not attempt to gain unauthorised access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Sense 2 server, or to any other services offered on or through the Website by hacking or any other illegitimate means.

You may not scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.

You may not trace or seek to trace any information of any user or customer of Sense 2, including any Sense 2 account not owned by you to its source. You may not exploit the Website or any service or information made available or offered by or through the Website in any way where the purpose is to reveal any information, including but not limited to personal identification or information, as provided for by the Website.

You agree that you will not take any action that imposes an unreasonably large burden on the infrastructure of the Website or Sense 2's systems or networks, or any systems or networks connected to the Website or to Sense 2.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper

working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Sense 2 on or through the Website or any service offered on or through the Website. You may not pretend that you are or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Sense 2 or others.

#### **4. Purchases; Other Terms and Conditions**

Additional terms and conditions may apply to the purchase of goods or services and to specific portions or features of the Website, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this paragraph.

You agree to abide by such other terms and conditions, including (where applicable) representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for any service offered on or through the Website, the latter terms shall have authority with respect to your use of that portion of the Website or the specific service.

#### **5. Confidentiality**

Sense 2 does not guarantee that your use of this Website will be confidential. Sense 2 is not responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect of your use of this Website.

Use of personal information has been documented within Sense 2's Privacy Policy, which can be accessed through the Website main page.

#### **6. Privacy**

Sense 2 is committed to adopting the highest standards to safeguard our customers' personal information. Please refer to our Privacy Policy which sets out how and why we collect, use and disclose your personal information.

#### **7. Links to other Websites and to the Sense 2 Website**

This Website may contain links to other independent third-party Websites ("Linked Websites"). These Linked Websites are provided solely as a convenience to our visitors. Such Linked Websites are not under Sense 2's control, and Sense 2 is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked Websites. You will need to make your own independent judgment regarding your interaction with these Linked Websites.

#### **8. Security**

Sense 2 shall take all reasonable steps to ensure the security of your personal information. Please refer to our Privacy Policy for further information on how Sense 2 has endeavoured to ensure the security of Personal Information.

Sense 2 notes further that some components of the Website require an account and password. You are responsible for maintaining the confidentiality of your password and account information and are fully responsible for all conduct carried out under this password and account.

Sense 2 is not liable for any loss of confidentiality or for any damages arising from your failure to comply with security measures. Sense 2 requests that you promptly report to it any unauthorised use of the password.

#### **9. Disclaimers**

SENSE 2 MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS

INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SENSE 2 DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, SENSE 2 DOES NOT WARRANT THAT ITS WEBSITE, ITS SERVERS, OR EMAIL SENT FROM SENSE 2 ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SENSE 2 WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST SENSE 2 FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to, but is not limited to, any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorised access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Sense 2 reserves the right to do the following, at any time, without notice:

1. Modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason;
2. Modify or change the Website, or any portion of the Website, including prices, and any applicable policies or terms; and
3. To interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

#### **10. Indemnity**

You must indemnify and hold harmless Sense 2 or its employee's contractors and agents and keep them indemnified against all loss, actions, proceedings, costs, expenses (including legal fees), claims and damages arising from:

- a) any breach by you of these Terms; or
- b) reliance by you on any information obtained through the Sense 2 Website.

#### **11. Applicable Law**

The Website (excluding any linked third party Websites) is controlled by Sense 2. By accessing this Website, you accept that any disputes about this Website or the Content are to be determined by the Courts having jurisdiction in New South Wales ("NSW") in accordance with the laws in force in NSW (subject to the application of any principal of conflict of laws inconsistent with this requirement).

Although this Website can be accessed throughout Australia and overseas, Sense 2 does not represent that the content of this Website complies with the laws (including the intellectual property laws) of countries outside Australia. If you access this Website from outside Australia, you do this on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.

### **Privacy Policy**

Sense 2 understands that you care how your personal information is used and shared. Whilst we appreciate you trust we will do so carefully and sensibly, Sense 2 is also obliged to comply with the requirements of the Federal Government's National Privacy Policy, in accordance with the *Privacy Act 1988* ("the Act").

This document comprises our **Privacy Policy**.

This Privacy Policy incorporates information on how Sense 2 collects, uses, discloses and keeps secure your personal information.

## 1. Collection of Personal Information

1.1 The information collected by Sense 2 from you assists us in personalising and improving the shopping experience for our customers. Such information is utilised primarily to ensure supply of goods to you the customer. Such information includes:

- 1.1.1 Name and address for delivery purposes;
- 1.1.2 Day phone number;
- 1.1.3 Email address;
- 1.1.4 Product preferences;
- 1.1.5 Information regarding promotions and other service of Sense 2;
- 1.1.6 Information pertaining to membership or Favourites components.

1.2 Information regarding your use of the Sense 2 website may also be obtained through the use of 'cookies'.

1.3 Sense 2 will not collect sensitive information without your consent, unless it is necessary for such information to be collected for an activity or function, and will not collect any such information in a secret or dishonest way.

## 2. Use of Personal Information

2.1 The primary use of personal information is for the purposes listed under the heading, ***Collection of Personal Information***, above. However, we will use and disclose your personal information for the approved purposes and in a variety of ways associated with the approved purposes, including the following:

- 2.1.1 To assist in the development of information technology, systems maintenance and development;
- 2.1.2 To assist in the development of information technology requirements, systems maintenance and developmental issues;
- 2.1.3 To analyse information for product development, marketing and research purposes and to improve and extend our range of services;
- 2.1.4 To investigate and resolve complaints concerning the provision of services by us or others associated to us;
- 2.1.5 Marketing directly to you in accordance with the National Privacy Principals;
- 2.1.6 Disclosure of your personal information to any other organisation or person involved in carrying out any necessary function or activity on our behalf, including complaints handling and fraud prevention, whether within Australia or overseas;
- 2.1.7 Disclosure of your personal information in a manner authorised or required by law;
- 2.1.8 For any unrelated secondary purpose to which you consent;
- 2.1.9 For compliance with any legislative and regulatory provisions

2.2 Moreover, we shall not utilise personal information without taking reasonable steps to ensure that the information is accurate, complete and up to date.

## 3. Disclosure of Personal Information

3.1 Sense 2 may use and disclose your personal information for approved purposes and in a variety of ways associated with approved purposes. This includes the following:

- 3.1.1 Sense 2 may disclose personal information to related or unrelated third parties if consent has been obtained from you.
- 3.1.2 Sense 2 may disclose personal information between related body corporate's. In circumstances where information is disclosed to related body corporate's, they are bound by the original primary purpose for which the information was collected.
- 3.1.3 Sense 2 may disclose personal information to unrelated third parties to enable outsourcing of functions for purposes including, but not limited to billing, customer relations management and order fulfilment. This will be done when such disclosure is within your reasonable expectations.
- 3.1.4 Sense 2 will take reasonable steps to ensure that its contracts with third parties include requirements for third parties to comply with the Use and Disclosure requirements of the *Privacy Act*, and in accordance with the Sense 2 Privacy Policy.
- 3.1.5 Sense 2 may disclose personal information to law enforcement agencies, government agencies, Courts or external advisors where permitted or required by law.
- 3.1.6 Sense 2 may disclose personal information to avoid an imminent threat to a person's life or to public safety.
- 3.1.7 If disclosure is not for a primary purpose, then it is for a related secondary purpose. If disclosure has not been obtained, then Sense 2 will not disclose your personal information, unless for the reasons documented at 3.1.1 to 3.1.6 above.
- 3.1.8 Sense 2 does not generally sell or share its customer lists on a commercial basis with third parties, but in the event that we did, it would be done only if the appropriate consent of the individuals have been obtained. In this circumstance, Sense 2 will take steps to ensure that the use of its customer list by the third party does not exceed the scope of the content.

#### **4. Security and Quality of your Personal Information**

- 4.1 Sense 2 will take reasonable steps to ensure that any of your personal information that is collected, stored, used or disclosed by us is accurate, complete and up-to-date. To do so, Sense 2 shall do the following:
  - 4.1.1 Sense 2 will review its collection and storage practices on a regular and ongoing basis to determine how improvements to accuracy can be achieved.
  - 4.1.2 Sense 2 requires its employees and contractors to perform their duties in a manner that is congruent with our legal responsibilities in relation to privacy.
  - 4.1.3 Sense 2 will take all reasonable steps to ensure that all paper and electronic records that contain personal information will be stored in a facility that will not allow unauthorised access.
  - 4.1.4 Sense 2 will review its information security practices on a regular and ongoing basis to determine how improvements to security can be achieved.

#### **5. Access of Personal Information**

- 5.1 Sense 2 shall take reasonable steps to limit access to personal information by doing the following:
  - 5.1.1 Sense 2 will allow access to personal information records by the relevant individual, should such requested access be in accordance with the *Privacy Act*.
  - 5.1.2 Sense 2 will correct its personal information at the request of the individual concerned as soon as practicable, and in accordance with the *Privacy Act*.

Should an individual wish to correct their personal information, they should contact Sense 2 directly.

- 5.1.3 Sense 2 may charge a fee for process of an access request if such a request is complex or resource intensive.

## **6. Cookies and other technologies**

- 6.1 As is standard practice on many corporate websites, Sense 2 utilises *cookies* and other technologies to assist us in determining what components of our website are most popular, and to ensure that our online advertising is bringing customers to our products and services. Cookies may also be utilised to study traffic patterns and most importantly, to ensure that your experience in interacting with us is convenient.
- 6.2 Sense 2 advises that it does not typically utilise this information collected for any purpose beyond the scope of this Privacy Policy.

## **7. Are Your Personal Account Details Safe When Being Transmitted?**

- 7.1 Sense 2 endeavours to protect your personal information during its transmission. Customer account information provided through this site is held in a secure server environment behind Sense 2 firewalls.
- 7.2 All credit card details and personal information is transmitted using a 128 Bit Secure Server Software (SSL), the latest industry standard encryption, to protect the loss, misuse or alteration of your credit card information under our control. In the same way department stores use EFTPOS terminals to process credit card transactions, SENSE2's uses Eway's secure payments system to process credit card payments via the EFTPOS system.
- 7.3 Sense 2 advises that all secure pages are clearly identified by the locked padlock and the domain name <http://www.sense2.com.au>

## **8. Are Your Personal Account Details Stored Safely?**

- 8.1 Sense 2 shall take reasonable steps to ensure the security of personal information held by it from such risks as loss or unauthorised access, destruction, use, modification or disclosure of data. Sense 2 only permits your details to be accessed by authorised personnel.

## **9. Openness**

- 9.1 Should you have an inquiry or complaint regarding privacy or our privacy policy, we request there be referred to our Customer Service representatives. Representatives can be contacted using the contact details noted on the site.
- 9.2 Sense 2 will have its Privacy Policy and Terms and Conditions prominently posted on its website.

## **10. Amendments to this Privacy Policy**

- 10.1 This Privacy Statement may change from time to time. These changes shall be highlighted in this area at the time of amendment.