

Terms of Use

Century Group Websites

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AGREEMENT

Century Group operates websites to provide online access to information and news about the company, development projects, residential and commercial properties, hospitality assets, and seniors communities.

By accessing and using Century Group's websites, you agree to each of the *Terms of Use*. The terms govern your access to, and use of, the websites and their content. Further, your use of the websites will be deemed to constitute your acceptance of and agreement to be bound by these terms. They exempt Century Group and other persons from liability or limit their liability and contain other important provisions. If you do not agree with these terms, you may not use the websites.

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1. USE OF WEBSITES

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3. TRADEMARKS

You are prohibited from using any of the brands, marks or logos appearing throughout a website without permission from Century Group and any other trademark owner.

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Links on websites to third party websites, or for further information or resources, are provided solely as a convenience to you. If you use the links to the websites of Century Group affiliates or service providers, you will leave a Century Group website, and will be subject to the terms of use and privacy policy applicable to those websites. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Century Group of the third party, the third-party website, or the information contained therein. Century Group is not responsible for the availability of any such websites. Century Group is not responsible or liable for any such website or the content thereon.

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Century Group grants permission for you to link to any Century Group website. Unless specifically authorised by Century Group, you may not mirror or frame the pages of a Century Group website on any other website or web page, or in any other broadcast media, such as video, television or photography.

6. DOWNLOADING FILES

Century Group cannot and does not guarantee or warrant that files available for downloading from our websites will be free of infection by software viruses or other harmful computer code, files or programs.

7. DISCLAIMER OF WARRANTIES

Century Group makes no express or implied warranties, representations or endorsements whatsoever with respect to a website or its content. Century Group does not warrant that the functions performed by a website will be uninterrupted, timely, secure or error-free, or that defects in the website will be corrected. Century Group does not warrant the accuracy or completeness of the content, or that any errors in the content will be corrected. Websites and their contents are provided on an 'as is' and 'as available' basis.

8. INDEMNIFICATION

You understand and agree that you are personally responsible for your behaviour on a website. You agree to indemnify, defend and hold harmless Century Group, its affiliated companies, joint ventures, business partners, franchise licensors, employees, agents, and any third-party information providers against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use a website, the website content, or any violation by you of the *Terms of Use*.

9. LIMITATION OF LIABILITY

In no event will Century Group be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of:

- i. the use of or inability to use a website or the content
- ii. any transaction conducted through or facilitated by a website
- iii. any claim attributable to errors, omissions, or other inaccuracies in a website and/or the content
- iv. unauthorized access to or alteration of your transmissions or data, or
- v. any other matter relating to a website or the content, even if Century Group has been advised of the possibility of such damages.

If you are dissatisfied with a website, the content, or with the Terms of Use, your sole and exclusive remedy is to discontinue using the website.

10. USER CONDUCT

You agree to use Century Group websites only for lawful purposes. You agree not to take any action that might compromise the security of a website, render a website inaccessible to others or otherwise cause damage to a website or the content. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for you. You agree not to use a website in any manner that might interfere with the rights of third parties.

11. USER SUPPLIED INFORMATION

Century Group does not wish to receive confidential or proprietary information from you via a website. You agree that any material, information, or data you transmit to us or post to a website will be considered nonconfidential and non-proprietary. For all submissions, you guarantee to us that you have the legal right to post the submission and that it will not violate any law or the rights of any person or entity, and give Century Group the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

12. PASSWORD SECURITY

If you register to become a website user, you are responsible for maintaining the confidentiality of and access to your user identification and password information. You agree to accept responsibility for all activities that occur under your user identification and password.

13. CORRECTION OF ERRORS AND INACCURACIES

The content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Century Group therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the content at any time without prior notice. Century Group does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

14. PRIVACY NOTICE

Century Group's *Privacy Notice* is available to review on all websites under the 'Privacy Notice' link.

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