

Terms of Use of Website

Effective date: 1 February 2019

These terms of use apply to the website located at www.parkagility.com (**Website**) which is operated by Park Agility Pty Ltd (ABN 63 164 061 045) (**Park Agility, we, us and our**). By using the Website you are agreeing to these terms of use.

1. Information we collect

When you use our Website our servers automatically record information about your usage of the Website (including but not limited to the time and location of pages you visit, the type of browser and operating system you are using and the domain name of your Internet service provider) through the use of cookies. If you don't want us to retain this type of information, you can remove all cookies through your internet browser preferences and set your browser not to accept cookies in the future. For more information about cookies please see section 2 below.

If we collect any information about individuals whose identity is apparent or can reasonably be ascertained from the information (**Personal Information**) from or about you when you are using the Website, we will deal with that Personal Information in accordance with our Privacy Policy, which is located at www.parkagility.com/privacypolicy.

2. Cookies

Cookies are packets of data transferred from an Internet server to your browser which are returned by the browser each time it subsequently accesses the same server. They are used to assist with record keeping and they enable your browser to recognise that you have visited the Website before. Most web browsers are programmed to accept cookies.

Cookies can enhance your enjoyment of what we can offer through the Website. For example, they can assist us to ensure that information provided to you is relevant to your interests. Through cookies we can collect aggregated information on how people use the Website and which advertisements are effective and with this information we are able to improve the Website.

You can configure your browser to accept cookies, reject cookies, or notify you when a cookie is being sent to you. Refer to the help menu on your browser for further details on how to change your browsers' preferences.

3. Analysing site usage

We may use a third-party service to measure and analyse usage across the Website (**Analytic Provider**). Use of an Analytic Provider may involve coding being placed on pages on the Website to enable information on Website usage to be collected (such as the number of unique visitors, the average length of time spent on the Website, and entry and exit points onto and from the Website).

Coding placed on the Website by an Analytic Provider may not be disabled completely, however, If you disable cookies in your browser the effect would be that the Analytic Provider is unable to track you as a unique visitor to the Website and will read you as a new visitor each time you browse a new page on the Website.

Analytic Providers collect and collate aggregate information and not Personal Information which is then provided to us to assist with our analysis of Website usage. Data generated Analytic Providers may also be accessible by third parties.

4. Links to other websites

We may provide links to other websites (**Other Websites**). Other Websites are not under our control and we do not accept responsibility for the contents or operators of Other Websites. Other Websites are not subject to these terms of use or our Privacy Policy so before you utilise Other Websites we recommend you first read their terms of use, privacy policy and any other relevant policy.

5. Effective date of and changes to these terms of use

These Terms of Use apply from the effective date stated above. We may amend these Terms of Use at any time by publishing the amended terms on our website. By continuing to use the Website after the terms of use have been amended you are agreeing to the amended terms of use.

6. Disclaimer

We endeavor to ensure that information on the Website is free from error and up to date, but we do not warrant the accuracy, adequacy or completeness of the information. Information on the Website is subject to change without notice.

All implied terms, conditions, warranties and guarantees, except those which by law cannot be excluded or modified, are expressly excluded. To the extent permitted by law, our liability for breach of any implied terms, conditions, warranties or guarantees which by law cannot be excluded is limited to one of the following (as determined by us in our discretion): (i) if the breach relates to goods, the replacement or cost of replacing the goods or repairing or the cost of repairing the goods; or (ii) if the breach relates to services, the supplying of the services again or the cost of supplying the services again.

We exclude all liability for any direct or indirect loss (including in each case, consequential loss, loss of profits, economic loss, loss of revenues, loss of production or loss of data), damages, expenses or cost suffered or incurred by you in connection with your use of this Website and services, howsoever arising, including as a result of breach of these terms of use, tort (including negligence), under an indemnity, under statute, in equity or otherwise.

7. Further Information on website usage

If you would like more information on these terms of use, please contact: support@parkagility.com