

Incident Data Request Portal Terms and Conditions

1 Agreement to Ts and Cs

1.1 These Terms and Conditions (**Ts and Cs**) are entered into as an agreement between you and Vicinity Centres PM Pty Ltd ACN 101 504 045 (**Vicinity, We, Our or Us**).

1.2 We may update these Ts and Cs at any time by notice to you. By continuing to access the Data Request Portal and related services (the **Portal**), you agree to these Ts and Cs which govern your use of the Portal. If you do not agree to these Ts and Cs (as updated by us from time to time), you must not access or use the Portal.

2 Access to Portal

2.1 Only authorised persons who are invited by Vicinity to register for Portal access may be granted access to the Portal. If you register for access and are granted an authorised Portal user account:

- you must keep your Portal login details and password confidential and secure and not share these with any third party;
- you remain responsible for all Portal access and activity using your login credentials; and
- you must notify us as soon as possible if you become aware of: (i) any unauthorised access to or use of your login credentials; or (ii) if you are no longer authorised or requiring access to the Portal as a result of termination of employment or change of duties.

2.2 Where the Portal or Portal Content is made accessible to you, you are only permitted to use the Portal or Portal Content for the following purposes (collectively, the **Permitted Uses**):

- where required or authorised under an Australian law or a court/tribunal order;
- as part of police enforcement related activities or responding to threats to life, safety or public health;
- where providing legal advice or claims management as a legal or insurance service provider appointed by Vicinity; or
- where employed by, and authorised by, Vicinity to manage the Portal and the sharing of Portal Content for the above purposes.

2.3 We reserve the right to:

- restrict, suspend or terminate your authorised Portal user account or your access to the Portal at any time and for any reason, including where we form the view that there has been actual or suspected compromise of Portal security, unauthorised access to or use of Portal Content or breach of these Ts and Cs;
- change the Portal or Portal Content at any time (including by adding or removing data fields or Portal Content) without notice; and
- cease providing the Portal, Portal Content and associated services at any time and for any reason without notice.

2.4 All restrictions, disclaimers and limitations of liability in these Ts and Cs will continue to apply after any such restriction, suspension or termination under these Ts and Cs.

3 Your Use of the Portal

3.1 Your access to, and use of, the Portal and Portal Content must comply with these Ts and Cs, all applicable laws and any additional Vicinity terms that may be notified to you, through the Portal or otherwise, from time to time. Specifically, you must handle Portal Content in accordance with applicable privacy laws and the state-based surveillance laws which apply to such Portal Content.

3.2 You must not (nor permit any person to) access or use the Portal or Portal Content:

- in an unlawful or inappropriate manner or in a manner that would breach these Ts and Cs;
- for a purpose that is not a Permitted Use;
- to infringe upon the privacy, safety or legal rights of any third party;
- to cause reputational damage to Vicinity, our products, services, centres, tenants or centre co-owners;
- to copy, adapt, reproduce, distribute, publish, broadcast, create derivative works from, or otherwise use any Portal Content unless necessary for a Permitted Use;
- to alter, copy, interfere with, reverse engineer, decompile or disassemble any part of the Portal; or
- remove any copyright, confidentiality or other notices from Portal Content.

4 Privacy and Security

4.1 When you register for access to the Portal, we collect your personal information in order to verify your identity, allow you to request and obtain access to Vicinity Portal Content as well as maintain records of our communications with you for security and compliance purposes. Our Privacy Policy (<https://www.vicinity.com.au/privacy-policy>) provides further information about how we handle personal information and how you can contact us to access, correct, or complain about the handling of, your personal information.

4.2 Vicinity reserves the right to monitor and log your use of the Portal for security, compliance and operational purposes as well as to access, monitor, audit, intercept and disclose details of your use of the Portal for such purposes (to the extent permitted by law).

4.3 You should only access the Portal and Portal Content from devices and systems which can be locked and secured at all times with the latest system updates and encryption technology issued by your employer as well as your device and system providers. It is your responsibility to ensure that you have followed all security instructions issued by your employer and device and system providers when accessing the Portal and Portal Content.

5 Intellectual Property and Confidential Information

5.1 We grant you a limited, non-exclusive, non-transferable and revocable licence to access and use the Portal, including any Portal Content solely for the Permitted Uses, subject to these Ts and Cs and any other reasonable directions that we may give you from time to time.

5.2 All intellectual property rights in and to the Portal and the Portal Content are owned or licensed by us. Your use of the Portal does not grant or transfer any rights, title or interest to you in relation to the Portal or Portal Content.

5.3 The Portal, Portal Content, these Ts and Cs and all software code and data which comprises the Portal and Portal Content is the confidential information of Vicinity and you must keep this information confidential and ensure that it is not used or disclosed except where required for the Permitted Uses.

6 Disclaimers

6.1 We do not make any representations or warranties in relation to:

- the availability of the Portal or your device being able to access or use the Portal or Portal Content;
- your use of the Portal or Portal Content being uninterrupted or error-free;
- Portal Content being accurate, reliable, complete or error-free;
- the Portal or Portal Content being secure or free from viruses or other harmful code; or
- any defects or errors in the Portal or Portal Content being resolved.

6.2 The Portal and Portal Content is made available to you “as is”. To the maximum extent permitted by law, we exclude all warranties, representations, implied terms and guarantees about the currency, accuracy, suitability, functionality or reliability of the Portal and Portal Content.

7 Liability

7.1 To the maximum extent permitted by law, the Vicinity Centres Group made up of Vicinity Limited ABN 90 114 757 783, Vicinity Centres Trust ARSN 104 931 928 and their respective controlled entities (including Vicinity), our shopping centre co-owners and our respective directors, officers, employees and agents (**Released Parties**) exclude all liability in connection with these Ts and Cs, including for any loss, liability, damage, claim, cost or expense (including, without limitation, direct, indirect, special or consequential loss, loss of profits or loss of opportunity) which you suffer, whether arising under contract, tort (including negligence), equity, statute, or any other cause of action, or otherwise, arising under or in connection with:

- your use of the Portal or any Portal Content;
- any errors, omissions, data corruptions, downloads, data breaches or viruses (or other malicious code) in the Portal or Portal Content, including due to any third party providers or services through the Portal; or
- your reliance on the content of the Portal including the Portal Content, our supply or non-supply of the Portal or the Portal being unavailable at any time.

7.2 You release the Released Parties from all such claims and liability described in clause 7.1.

7.3 To the maximum extent permitted by law, you indemnify the Released Parties and shall keep them indemnified from and against any loss, liability, action, claim, damage, cost or expense arising under or in connection with your breach of these Ts and Cs and your use or misuse of the Portal or the Portal Content, except to the extent it is caused by an act or omission by the Released Parties.

8 General

- 8.1 These Terms of Use will be governed by and construed in accordance with the law in force in Victoria, Australia and you unconditionally submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, except where your access to or use of Portal Content is the subject of a claim, court order, legal proceedings or law enforcement action (**Claim**) that is required to take place in another state, territory or federal jurisdiction in Australia, in which case these Terms of Use will be governed by and construed in accordance with the laws of that state, territory or federal jurisdiction and the courts of that jurisdiction shall have jurisdiction over such a Claim and all related matters concerning these Terms of Use.
- 8.2 You must not assign, novate or subcontract any of your rights or obligations under these Ts and Cs without our prior written consent.
- 8.3 These Ts and Cs constitute the entire agreement between us and you with respect to the Portal (including the Portal Content).
- 8.4 Our rights under these Ts and Cs may only be waived in writing signed by us. If we do not take action in relation to a breach of these Ts and Cs, this will not be treated as a waiver by us of any right or remedy in respect of any existing or future breach of these Ts and Cs.
- 8.5 If any of these Ts and Cs are determined to be invalid, unlawful or unenforceable, such terms must be read down to the extent necessary to prevent that part of these Ts and Cs being invalid, voidable or unenforceable, and if a term would not be invalid, unlawful or unenforceable if a word or words were removed, then those words will be deleted.