

# RPM Website and RPM Store – Terms of Use

The RPMGlobal Holdings website (the **RPM Website**) and RPMGlobal Holdings Store (**RPM Store**) are operated by RPMGlobal Holdings Limited ABN 17 010 672 321 (**RPM**), a company incorporated and operating under the laws of Australia, having its principal place of business at Level 2, 295 Ann Street, Brisbane, Queensland, Australia 4000.

By using the RPM Website and/or by electing to purchase any RPM software, maintenance, training and/or other products and services (**RPM Products & Services**) from the RPM Store, you accept and agree to these Terms of Use, RPM's Returns Policy (see Section 3 below), RPM's Privacy Policy (see Section 4 below) and all applicable terms and conditions detailed below.

## 1. RPM Website

Through the RPM Website, RPM provides access to a variety of information about RPM Products and Services that may or may not be available for purchase either on the RPM Store or directly from RPM.

RPM strives to publish information accurately, to update the RPM Website and RPM Store regularly and to correct errors when discovered. However, any of the content on the RPM Website and RPM Store may be incorrect or out of date at any given time. We reserve the right, subject to the Competition and Consumer Act 2010 (Cth), to make changes to the RPM Website and RPM Store at any time, including to product prices, specifications, offers and availability.

RPM is a public company listed on the Australian Stock Exchange (ASX). Any information provided by RPM in the 'Investor Relations' section of the RPM Website is provided in accordance with the laws, regulations and requirements of Australia and are not intended to comply with the laws, requirements or regulations of any other country or location. RPM does not purport to offer securities to investors either inside or outside of Australia other than in strict accordance with the requirements of the ASX.

The policies and procedures governing the use by you of the RPM Website and RPM Store are made in accordance with the laws of Queensland, Australia. Where translations of the website are provided no warranty is made as to the accuracy or completeness of that translation, and in the event of any discrepancy the English language version of the website shall prevail.

The information provided on the RPM Website and RPM Store is for general information purposes only, may be provided in summary form only and is not intended to be complete. It is not intended to be relied upon and does not take into account the requirements, objectives, situation or needs of any particular client or project. No representation, express or implied, is made as to the fairness, accuracy, completeness or correctness of information contained on the RPM Website and RPM Store, including the accuracy, likelihood of achievement or reasonableness of any forecasts, prospects, returns or statements in relation to future matters including future functionality or requirements of RPM's Products. Such forward-looking statements are by their nature subject to significant uncertainties and contingencies and are based on a number of estimates and assumptions that are subject to change (and in many cases are outside the control of RPM) which may cause the actual results or performance to be materially different from any future results or performance expressed or implied by such forward-looking statements. To the maximum extent permitted by law, neither RPM nor its related corporations, Directors, Officers, employees or agents, nor any other person, accepts any liability, including, without limitation, any liability arising from fault or negligence, for any loss arising from the use or reliance upon information contained in the RPM Website or RPM Store.

## 2. RPM Store

If you elect to open an account within the RPM Store, you must complete the registration process by providing us with current, complete and accurate information as prompted together with a password and a user name. You are responsible for keeping your account information (including password) confidential and are responsible for all activity that occurs under your account. You agree to notify RPM without delay of any unauthorised use of your account or any other breach of security. You agree to provide current, complete and accurate account information, and maintain the currency, completeness and accuracy of that information, for all purchases made at the RPM Store.

Information about you including your user name, contact details, password and any history of purchases made by you in the RPM Store will be treated in accordance with RPM's Privacy Policy (see Section 4 below).

Authorised RPM Distributors and Resellers are not eligible to purchase from the RPM Website without the prior written consent of RPM.

The RPM Store is intended for use by customers who reside in the regions serviced by RPM and there may be limits on where we can distribute software or services products. To complete your purchase, you must have a valid billing and shipping address within that region. RPM Products and Services purchased from the RPM Store may be subject to export control and/or customs laws and regulations. You agree to comply with all international and national laws and regulations that apply to you in relation to the RPM Products and Services.

Prices shown on the RPM Store include all taxes or charges ("Taxes") that may apply to your purchase and as such may vary from region to region depending on your billing and shipping address.

Prices and availability of RPM Products and Services are subject to change at any time and without notice, but you will always be charged the price which is displayed at the time you confirm your order through the RPM Store. RPM may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, which you will be informed of on the RPM Website or prior to us accepting your order.

The price of RPM Products and Services if procured through the RPM Store will be as stated on the RPM Store. The prices, product selection and promotions offered on the RPM Store may vary at any time from what is offered or available directly from RPM in its global offices. RPM does not guarantee that an online RPM Store price, product or promotion will also be available or honoured if procured other than through the RPM Store.

RPM may refuse or reject any order at any time, refunding you any monies you have paid for the order, for legitimate reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered products or services are not available, or for obvious errors on the RPM Website or made in connection with your order.

Unless a specific delivery period is mentioned at the time you place your order, the RPM Products and Services will be delivered to you at the delivery address specified by you or RPM will make the RPM Products and Services available for you to download via the Internet. Unless otherwise separately agreed with RPM, you will be solely responsible for installation and implementation of the RPM Products and Services. The RPM Products and Services will be delivered to you via a delivery source selected by RPM F.O.B (Incoterm) RPM's offices. Where made available for you to download via the Internet, delivery will be deemed to have occurred on RPM providing you with the necessary link to download the RPM Products and Services (irrespective of the date on which you elect to download the RPM Products and Services).

Unless otherwise specified, use of RPM's Software products is governed by the terms of RPM's standard license and maintenance terms and conditions which are available to view or download at [www.rpmglobal.com/legal](http://www.rpmglobal.com/legal). When you purchase Software, you are actually purchasing a license to use the Software rather than purchasing 'ownership' of the Software itself. You will be required to agree to the RPM's standard license and maintenance terms and conditions at the time you agree to purchase the Software from the RPM Store.

RPM Products and Services displayed on the RPM Store do not constitute binding offers by RPM. By completing a purchase and clicking "complete purchase," "submit order" or the comparable button to send your order to RPM, you are make a binding offer in relation to all of the RPM Products and Services in your cart. If RPM accepts your order, you will receive an automated purchase confirmation. The purchase contract is concluded by this purchase confirmation.

The RPM Store may offer different payment options as identified on the RPM Store. RPM reserves the right to change available payment options at any time and for any reasons.

## 3. RPM Returns Policy

The RPM Returns Policy is set out below.

RPM Products and Services come with warranties and guarantees documented in RPM's standard terms and include warranties and guarantees that cannot be excluded under the Australian Consumer Law. If the Australian Consumer Law is applicable, you may be entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You may also be entitled to have the products repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

When you purchase an RPM software product, if you elect to receive maintenance services, you will be entitled to receive technical support by way of maintenance services. The period of maintenance services will be as selected by you at your time of purchase and/or specified in the licence agreement for the software. If there are errors with a software product that is the subject of paid maintenance services, please raise these errors with RPM Support.

The above rights are in addition to any other rights and remedies you may have under any other applicable law in relation to the RPM Products and Services. The above rights also override any right to contrary contained in the end user licence agreement or services agreement for the RPM Products and Services.

For more information about your rights (if any) under the Australian Consumer Law, please go to [www.accc.gov.au](http://www.accc.gov.au).

## 4. RPM Privacy Policy

RPM is committed to protecting your privacy.

RPM's privacy policy is available on RPM's Website [www.rpmglobal.com/legal](http://www.rpmglobal.com/legal). This privacy policy applies to the information collected by RPM through the RPM Website and/or RPM Store and in all your dealings with RPM.

We may use cookies on the RPM Website and/or RPM Store.

## 5. General

RPM may utilise links to third party websites that let you leave the Website. These linked sites are not under the control of RPM and RPM is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. RPM provides these third party links only as a convenience, and the inclusion of any link does not imply endorsement by RPM of the site. Your use of the third party website may be subject to that third party's terms and conditions.

RPM may update the Terms of Use at any time and without notice. The Terms of Use in force at the time you use the Website and/or place any order through the RPM Store will govern your purchase and serve as the purchase contract between us. Please review the current Terms of Use and Sale each time you visit the RPM Website.

You must be over 18 years old to purchase RPM Products and Services from the RPM Store.

To the maximum extent permitted by law, RPM makes no specific representations or warranties and provides no assurance of any condition with regard to the RPM Products and Services, including regarding merchantability or fitness for a particular purpose. RPM does not warrant that the RPM Products and Services will be free from defects or errors. The RPM Products and Services are provided "as is" and RPM gives no warranty as to their use, fitness for purpose, accuracy or performance, nor as to the results generated therefrom.

If, in any jurisdiction, any provision of this Policy or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of these Terms of Use and without affecting the validity or enforceability of such

provisions in any other jurisdiction or without affecting its application to other parties or circumstances. Where possible, any such provision shall apply to the fullest extent permitted by law and be interpreted and applied to a lesser extent, where necessary to be valid.

Any dispute arising out of or in connection with these terms, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Queensland, Australia.

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