



Terms of Use

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1. Introduction: Purpose of the Terms of Use for Prime Pace Properties Pty. Ltd.

This document serves as a legally binding agreement outlining the terms and conditions under which users may access and utilize the website www.primepace.com.au, owned and operated by Prime Pace Properties Pty. Ltd. These terms are essential for establishing a clear understanding between Prime Pace Properties Pty. Ltd. and its website users, ensuring a safe and responsible online environment for all parties. A comprehensive terms of use document is a cornerstone for any business operating online in Australia, providing a framework that governs the relationship between the website provider and its users.¹ This framework is critical for defining the rights, responsibilities, and obligations of both Prime Pace Properties Pty. Ltd. and individuals who interact with the website.

A well-constructed terms of use agreement acts as a legal contract, offering protection to Prime Pace Properties Pty. Ltd. by limiting its liability for various potential issues. These issues can include reliance on information presented on the website, disruptions in website availability, or disputes arising from online interactions or transactions.¹ By clearly articulating the terms of engagement, Prime Pace Properties Pty. Ltd. can mitigate potential legal risks and manage expectations effectively. Furthermore, these terms play a vital role in managing consumer expectations concerning the services offered, the nature of the content provided, and the standards of user conduct expected on the platform.¹ By transparently setting out the rules and guidelines for website usage, Prime Pace Properties Pty. Ltd. aims to foster a trustworthy and predictable online experience for its users.

These terms of use are designed to govern all aspects of your interaction with www.primepace.com.au. This includes, but is not limited to, browsing the website, accessing any information, utilizing any features or services that may be offered, and engaging with any content present on the platform. By accessing and using this website, you acknowledge that you are entering into a legally binding agreement with Prime Pace Properties Pty. Ltd., and your continued use signifies your ongoing acceptance of these terms. These terms specifically apply to the website operating under the domain www.primepace.com.au and pertain to the business known as Prime Pace Properties Pty. Ltd.

2. Acceptance of Terms: User Agreement to the Terms and Conditions

By accessing and using the website www.primepace.com.au, you expressly acknowledge that you have carefully read, fully understood, and unequivocally agree to be bound by these Terms of Use.² This agreement commences upon your first access of the website and continues as long as you continue to use the platform. This explicit agreement is fundamental to establishing a legally enforceable contract between you, the user, and Prime Pace Properties Pty. Ltd..² Under Australian contract law, a clear

indication of acceptance, such as proceeding to use the website after being presented with these terms, signifies your voluntary entry into this binding agreement.

Your continued engagement with the website following any modifications or updates to these Terms of Use will constitute your ongoing acceptance of the revised terms. Prime Pace Properties Pty. Ltd. reserves the right to amend these terms at any time, and it is your responsibility to review them periodically for any changes. By continuing to use the website after such changes are posted, you are implicitly agreeing to be bound by the updated terms. Should you not agree with any aspect of these Terms of Use, or any subsequent amendments, your sole recourse is to immediately cease all use of the website.

If you are under the age of eighteen (18) years, you must obtain the consent of your parent or legal guardian before accessing or using this website.² By using the website, you represent and warrant that you are either at least 18 years of age or have obtained the necessary consent from your parent or guardian to be bound by these Terms of Use. Specifying this age restriction is important for Prime Pace Properties Pty. Ltd. to ensure compliance with regulations concerning online interactions with minors and to protect the business from potential legal issues arising from use by individuals below the age of majority.

3. Website Usage: Permitted and Prohibited Uses of the Website

As a user of www.primepace.com.au, you are granted permission to utilize the website for legitimate and intended purposes. These permitted uses include accessing and browsing property listings, viewing comprehensive information about Prime Pace Properties Pty. Ltd. and the real estate services it offers, contacting the business through the provided communication channels such as email or phone, and sharing property listings or informational content with others through social media platforms or email, provided that appropriate attribution to the source is maintained.⁷

While you are encouraged to explore the website and its offerings, certain activities are strictly prohibited. These prohibitions are in place to protect the integrity of the website, the rights of Prime Pace Properties Pty. Ltd. and its users, and to ensure compliance with applicable laws and regulations.²

Technical misuse of the website is strictly forbidden. This includes using any automated devices, software, or processes, such as bots, spiders, or scrapers, to access, retrieve, copy, or index the website or its content without the express prior written consent of Prime Pace Properties Pty. Ltd..⁸ Preventing such data scraping activities is crucial for safeguarding the website's valuable intellectual property and proprietary information. Unauthorized extraction of data can undermine the investment made in the platform and potentially be used for unauthorized or competitive purposes, as highlighted in the terms of use of other real estate platforms like realestate.com.au and Homes.com.au.⁷ Furthermore, users are prohibited from engaging in any activity that interferes or attempts to interfere with the proper functioning of the website.⁸ Any action that imposes an unreasonable burden or excessive traffic demands on the website's

infrastructure is also strictly prohibited.⁸The transmission of any harmful technological agents, including viruses, worms, defects, Trojan horses, or any other items of a destructive nature, is absolutely forbidden.⁸ Finally, any attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website, is strictly prohibited.⁸

Misuse of the website's content is also prohibited. This includes reproducing, republishing, retransmitting, modifying, adapting, distributing, translating, creating derivative works from, publicly displaying, selling, trading, or in any way exploiting the website or any content found on it, except as expressly authorized by Prime Pace Properties Pty. Ltd..⁸ These restrictions are essential for protecting the intellectual property rights vested in the website's content. Users are also strictly prohibited from violating the rights of any other person, including their copyright, trade secret, privacy rights, or any other intellectual property or proprietary rights.⁸ Any contributions made by users to the website must not infringe upon the intellectual property rights of any third party.⁸ Furthermore, users are prohibited from making any contributions to the website that are misleading or deceptive, materially incorrect, likely to cause offense, obscene, defamatory, or otherwise unlawful.⁸

Finally, misuse of the website through inappropriate user conduct is also forbidden. This includes transmitting spam, chain letters, contests, junk email, surveys, or any other form of mass messaging.⁸ Users must not utilize the website or any content derived from it in any manner that is deemed unreasonable or not aligned with the intended purpose for which the website is made available.⁸ Impersonating any individual or entity, or attempting to solicit money, passwords, or personal information from any other person is strictly prohibited.⁸ Engaging in any form of bullying, intimidation, stalking, or harassment of other users is not permitted.⁷ Users are also prohibited from posting any public content that is hateful, threatening, pornographic, incites violence, contains nudity, or displays graphic or gratuitous violence.⁷ Lastly, the website must not be used for any purpose that is unlawful, fraudulent, misleading, malicious, discriminatory, or involves any form of abusive activity.⁷

4. User Accounts (if applicable): Terms Related to Account Creation, Security, and Termination

Prime Pace Properties Pty. Ltd. may offer features or services on www.primepace.com.au that require users to create an account. Should this be the case, the process for account creation will typically involve providing certain personal information, such as your name and contact details. You are required to ensure that all information provided during the account creation process is accurate, complete, and kept up-to-date.² Maintaining accurate user information is crucial for effective communication, personalization of services, and the prevention of any fraudulent or unauthorized activities that might require registration.

As an account holder, you bear the sole responsibility for maintaining the security and confidentiality of your account credentials, including your chosen username and

password.² You are also entirely responsible for all activities that occur under your account, regardless of whether these activities are undertaken by you directly or by a third party who has gained access to your account credentials. It is imperative that you take all necessary precautions to safeguard your login information and prevent unauthorized access to your account.

You may have the option to delete or terminate your account at any time through the website's account settings or by contacting Prime Pace Properties Pty. Ltd. directly. The specific procedure for account termination will be clearly outlined on the website.

Prime Pace Properties Pty. Ltd. reserves the right to suspend or terminate your account, or your access to specific features or services requiring an account, at any time and for any reason deemed necessary.² This may include, but is not limited to, situations where you have violated these Terms of Use, engaged in any prohibited activities, or if Prime Pace Properties Pty. Ltd. believes, in its sole discretion, that your continued access poses a risk to the website, other users, or the business itself.

5. Property Listings:

Prime Pace Properties Pty. Ltd. endeavours to ensure that the property listings displayed on www.primepace.com.au are accurate and reflect the most current information available. However, due to the dynamic nature of the real estate market and the potential for changes beyond the direct control of Prime Pace Properties Pty. Ltd., the business does not provide any guarantee or warranty regarding the absolute accuracy, completeness, or reliability of any property listings presented on the website.¹¹ The information provided, including property descriptions, photographs, pricing details, availability, and other related data, is intended for general informational purposes only and should not be considered as a definitive or guaranteed source of information.

The primary responsibility for the accuracy of the content contained within each property listing rests with the individual listing agents or vendors who provide this information to Prime Pace Properties Pty. Ltd..⁵ Prime Pace Properties Pty. Ltd. acts as a platform to display these listings and relies on the information provided by these third parties. Therefore, users are strongly advised to undertake their own independent investigations, inspections of the properties, and inquiries with the relevant agents to verify the accuracy of any property information that they find on the website before making any decisions or taking any action.¹¹ This independent verification is crucial to mitigate the risk of users relying solely on the website's content, which may not always reflect the latest or most precise details, and to avoid potential misunderstandings or disputes.

Users are strictly prohibited from posting or submitting any property information to the website that is misleading, deceptive, or inaccurate.⁸ Such conduct is in direct violation of these Terms of Use and also contravenes the Australian Consumer Law (ACL), which prohibits misleading or deceptive conduct in trade or commerce.¹⁶ Prime Pace Properties Pty. Ltd. adheres to the ACCC guidelines concerning the advertising of property prices and ensures that any advertised selling prices are based on either a

reasonable market appraisal of the property or the price that the seller has indicated they are willing to accept.¹⁶

All intellectual property rights pertaining to the property listings displayed on the website, including but not limited to the text descriptions, photographs, video tours, and floor plans, are owned by Prime Pace Properties Pty. Ltd. or the respective listing agents or vendors, and these are protected under Australian copyright law.² Users are strictly restricted from reproducing, distributing, or utilizing any of the listing content for any commercial purposes whatsoever without obtaining the explicit prior written permission from the rightful owner of the intellectual property.²

Prime Pace Properties Pty. Ltd. reserves the right, at its sole discretion, to remove or modify any property listing from the website at any time and without providing any prior notice to users.⁸ This right may be exercised in situations where a listing is found to be inaccurate, misleading, in violation of these Terms of Use, or in contravention of any applicable laws or regulations. Listing agents and vendors are expected to ensure that property listings are removed from the website promptly once the property has been sold or leased. Domain.com.au's terms²⁰ also emphasize the need to archive or remove property listings within a specified timeframe after a sale or lease agreement is finalized.

6. Intellectual Property:

All content that is published on and made accessible through the website www.primepace.com.au, including but not limited to text, graphics, logos, images, photographs, videos, software applications, and any other materials that contribute to the overall composition and functionality of the website, is the exclusive property of Prime Pace Properties Pty. Ltd. or its licensors.² This comprehensive collection of content is protected by Australian and international copyright laws, as well as other applicable intellectual property rights. Prime Pace Properties Pty. Ltd. asserts its ownership and reserves all rights pertaining to this intellectual property.

Users are hereby granted a limited, non-exclusive, non-transferable, and revocable license to access and utilize the content of this website solely for their personal, non-commercial purposes.² This limited license permits you to browse property listings, view information about the services offered by Prime Pace Properties Pty. Ltd., and otherwise interact with the website in a manner consistent with its intended use. However, users are explicitly prohibited from engaging in any activities that involve the copying, reproduction, distribution, modification, adaptation, translation, creation of derivative works, public display, performance, sale, or any other form of exploitation of the website's content for any commercial purpose whatsoever without first obtaining the express prior written consent from Prime Pace Properties Pty. Ltd.² Furthermore, users are strictly prohibited from removing, altering, or obscuring any copyright notices, trademark symbols, or any other proprietary notices that are embedded within or displayed in conjunction with the website's content.

Should the website offer features that allow users to generate and post their own content, such as comments, reviews, or other forms of user-generated material, the

terms governing such content will be clearly outlined within these Terms of Use.² These terms will specify the user's responsibility for the content they contribute and will delineate the rights that Prime Pace Properties Pty. Ltd. is granted to utilize, moderate, and, when deemed necessary, remove such user-generated content. Users are strictly prohibited from posting any content that infringes upon the intellectual property rights of any other party, including copyrights, trademarks, or patents. Additionally, the posting of any content that is found to be defamatory, offensive, or otherwise in violation of these Terms of Use is strictly forbidden.

7. Disclaimers:

The property information provided on the website www.primepace.com.au is intended for general informational purposes only.¹¹ This information should not be interpreted or relied upon as a definitive or guaranteed source of truth regarding any property listed. Prime Pace Properties Pty. Ltd. explicitly states that it makes no warranties or representations, either express or implied, about the accuracy, completeness, reliability, or currency of the property listings, including their descriptions, photographs, pricing details, availability status, or any other information displayed on the website.¹¹ Users are strongly advised to undertake their own independent investigations, including physical inspections of the properties, and to make direct inquiries with the relevant real estate agents to verify the accuracy of any property information that they may find on this website before making any decisions or taking any actions based on such information.¹¹ It is also important to note that any sold price information that may be presented is based on historical data and should be viewed as indicative only, as Prime Pace Properties Pty. Ltd. cannot guarantee its absolute accuracy or reliability.¹²

The website may provide general information related to the field of real estate. However, it is crucial to understand and acknowledge that Prime Pace Properties Pty. Ltd. does not offer any financial advice through this platform.¹¹ Any content on the website that touches upon financial aspects of real estate, such as property prices, market trends, or investment considerations, is for informational purposes only and should not be construed as professional financial guidance. Providing financial advice requires specific licensing and qualifications under Australian law, and Prime Pace Properties Pty. Ltd. does not possess these credentials for the purpose of offering personalized financial recommendations. Therefore, users are strongly encouraged to consult with qualified and licensed financial advisors who can provide tailored financial guidance based on their individual circumstances, financial goals, and risk tolerance.¹¹

Prime Pace Properties Pty. Ltd. does not provide any warranty or guarantee that the website www.primepace.com.au will be available for access at all times.⁸ Furthermore, the business does not warrant that the operation of the website will be completely uninterrupted or entirely free from errors. Prime Pace Properties Pty. Ltd. explicitly reserves the right to suspend, modify, or discontinue the website, or any specific part or feature thereof, at any time without providing any prior notice to users. Consequently, Prime Pace Properties Pty. Ltd. disclaims any and all liability for any loss or damage that may arise directly or indirectly from the unavailability of the website, any malfunctions that may occur, or any errors that may be present on the platform.

8. User Conduct and Prohibited Activities:

As a user of www.primepace.com.au, you are expected to engage with the website in a responsible, ethical, and lawful manner, always respecting the rights and privacy of other users, as well as the rights of Prime Pace Properties Pty. Ltd. It is imperative that you adhere to the guidelines outlined in these Terms of Use.

In addition to the prohibited uses already detailed in Section 3, the following list provides further clarification and examples of activities that are strictly forbidden while using this website.²

Engaging in any form of illegal conduct while using the website is strictly prohibited. This includes any activity that violates Australian federal, state, or territory laws and regulations, particularly those pertaining to real estate transactions, the protection of personal privacy, the safeguarding of intellectual property rights, and standards of online conduct. Users must refrain from any actions that could be construed as unlawful.

Any conduct that constitutes harassment, abuse, threats, defamation, or that is deemed obscene or otherwise objectionable towards other users of the website or towards Prime Pace Properties Pty. Ltd., its employees, or representatives is strictly forbidden. Maintaining a respectful and civil online environment is a priority.

The transmission of unsolicited commercial messages, commonly known as spam, or engaging in any form of spamming activities through the website is strictly prohibited. This includes the sending of unsolicited advertisements, promotional materials, or any other form of mass communication that has not been explicitly requested by the recipients.

Attempting to collect data from the website through unauthorized means, such as using automated tools like scrapers or spiders without obtaining explicit permission, is strictly forbidden. Furthermore, any attempts to gain access to restricted areas of the website, its underlying systems, servers, or any related networks without proper authorization are strictly prohibited.

Users are prohibited from impersonating any other person or entity, including but not limited to other users of the website, employees or representatives of Prime Pace Properties Pty. Ltd., or any other third party. Similarly, any attempts to solicit personal information, passwords, or financial details from other users under false pretences are strictly forbidden.

Providing any false, inaccurate, or misleading information while using the website, including during registration, when submitting inquiries, or in any other form of communication or interaction, is strictly prohibited. Maintaining the integrity of the information on the platform is essential.

Users must not take any action that could potentially damage, disable, overburden, or in any way impair the proper functioning of the website or its associated services. This

includes any activities that could disrupt the website's availability, performance, or security.

Finally, any attempts to bypass or circumvent any security features or access controls that have been implemented on the website to protect its content, user data, and overall integrity are strictly prohibited. Users must respect and adhere to all security measures in place.

9. Privacy Policy:

Prime Pace Properties Pty. Ltd. recognizes the paramount importance of protecting the privacy of its users' personal information. In accordance with Australian law, particularly the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), any website operating in Australia that collects personal information is legally obligated to have a separate and easily accessible Privacy Policy.² This Privacy Policy provides detailed information about how Prime Pace Properties Pty. Ltd. collects, uses, discloses, and stores the personal information of individuals who visit and use www.primepace.com.au.³³

The Privacy Policy for Prime Pace Properties Pty. Ltd. encompasses several key components that are essential for compliance with Australian privacy regulations.³⁵ This policy clearly outlines the specific types of personal information that the website collects from users, which may include details such as their name, contact information (including email addresses and phone numbers), browsing activity on the website, and any preferences they may indicate regarding property types or locations. Furthermore, the Privacy Policy details the methods by which this personal information is collected, whether it be through online forms that users submit, using cookies to track browsing behaviour, or through server logs that record website activity. The policy also comprehensively explains the various purposes for which the collected personal information is used and the circumstances under which it may be disclosed. These purposes may include providing the requested real estate services, responding to user inquiries, personalizing the user's experience on the website, conducting marketing activities with the user's explicit consent, and complying with any legal obligations that Prime Pace Properties Pty. Ltd. may be subject to.

The Privacy Policy also addresses the potential disclosure of users' personal information to third-party service providers who assist Prime Pace Properties Pty. Ltd. in operating the website and providing its services. These service providers may include companies that offer website hosting, email marketing platforms, and website analytics tools. In cases where personal information may be disclosed to recipients located outside of Australia, the Privacy Policy will specify the countries in which these recipients are likely to be located and will outline the safeguards that Prime Pace Properties Pty. Ltd. has in place to ensure the protection of this information in accordance with the APPs. The policy also provides clear instructions on how users can access the personal information that Prime Pace Properties Pty. Ltd. holds about them and how they can seek to have any inaccuracies in this information corrected. Additionally, the Privacy Policy details the process through which users can make a privacy complaint if they believe that Prime

Pace Properties Pty. Ltd. has mishandled their personal information, including contact details for the Office of the Australian Information Commissioner (OAIC), which is the regulatory body responsible for overseeing privacy in Australia. Finally, the Privacy Policy provides clear contact information for users who may have any inquiries or concerns regarding the handling of their personal information by Prime Pace Properties Pty. Ltd.

The website www.primepace.com.au features a separate Privacy Policy that is readily accessible to all users through a prominent link, typically located in the website's footer. Users are strongly encouraged to carefully review this Privacy Policy to gain a comprehensive understanding of how their personal information is handled by Prime Pace Properties Pty. Ltd.

10. Australian Capital Territory Specific Regulations:

Prime Pace Properties Pty. Ltd., operating its real estate website www.primepace.com.au and conducting business within the Australian Capital Territory (ACT), is subject to specific regulations enacted by the ACT government. These regulations are in addition to the broader Australian federal laws that govern online businesses and the real estate industry. It is important to acknowledge and comply with these ACT-specific requirements to ensure full legal compliance.⁴⁸

The Civil Law (Sale of Residential Property) Act 2003 (ACT) is a key piece of legislation that imposes specific obligations on vendors of residential property within the ACT.⁵¹ This Act mandates that vendors must have a draft contract for the sale of the property, along with several prescribed documents, readily available for inspection by prospective purchasers at all times when an offer to buy the property may be made. To ensure compliance with this requirement, the Terms of Use for www.primepace.com.au should include a clear statement advising users that these necessary documents are available for inspection upon request or may be accessible through a dedicated section of the website. This ensures that prospective buyers are aware of their right to access this crucial information as stipulated by ACT law.

Furthermore, the real estate industry within the ACT is governed by the Agents Act 2003 (ACT) and its associated regulations.⁵³ This legislation outlines the specific licensing requirements that individuals and entities must meet in order to operate as real estate agents within the ACT, as well as the various obligations and standards of conduct that licensed agents must adhere to. To maintain transparency and assure users of its professional standing, the Terms of Use for Prime Pace Properties Pty. Ltd. should include a statement affirming that the business and all of its real estate agents operate in full compliance with all applicable licensing requirements set forth by the ACT government.

To ensure adherence to these and any other relevant ACT-specific regulations, Prime Pace Properties Pty. Ltd. will continue to monitor legislative updates and incorporate any necessary clauses into these Terms of Use to reflect the unique legal landscape of the Australian Capital Territory.

11. Limitation of Liability:

To the maximum extent permitted by law, Prime Pace Properties Pty. Ltd., along with its directors, officers, employees, agents, subsidiaries, and affiliates, shall not be held liable for any loss or damage of any kind whatsoever.² This includes, but is not limited to, any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, losses, or expenses arising out of or in any way connected with your access to or use of the website www.primepace.com.au, its content, any services provided through it, or any third-party websites that may be linked to from our platform. This comprehensive limitation of liability aims to protect Prime Pace Properties Pty. Ltd. from a wide range of potential legal claims that may arise from the use of its online platform, acknowledging the inherent risks associated with operating and engaging with online services.

This limitation of liability explicitly includes, but is not limited to, any damages or losses resulting from errors or inaccuracies in the website's content, any interruptions or cessation of the website's functionality, any viruses or other harmful components that may be transmitted through the website, any loss of data, or any unauthorized access to or misuse of your personal information that is beyond our reasonable control.

However, this limitation of liability is subject to certain exceptions as mandated by Australian law.² Nothing in these Terms of Use shall operate to exclude or limit the liability of Prime Pace Properties Pty. Ltd. for instances of fraud, wilful misconduct, or any other form of liability that cannot be lawfully excluded or limited under the laws of Australia, including the provisions of the Australian Consumer Law (ACL). The ACL provides consumers with certain guarantees that cannot be excluded, restricted, or modified by any contractual terms. Therefore, to the extent that the ACL applies to your use of this website, the rights and remedies provided by the ACL will take precedence over any conflicting provisions within these Terms of Use.

12. Indemnification:

By using the website www.primepace.com.au, you hereby agree to indemnify and hold harmless Prime Pace Properties Pty. Ltd., its directors, officers, employees, agents, subsidiaries, and affiliates from and against any and all actions, claims, demands, losses, damages, liabilities, costs, and expenses, including reasonable legal fees, that may arise directly or indirectly out of or in connection with your use of the website.² This indemnification obligation extends to any claims arising from your violation of these Terms of Use, your infringement of any rights belonging to a third party, including intellectual property rights, or any other actions or omissions on your part that result in loss or damage to Prime Pace Properties Pty. Ltd. or any of the aforementioned indemnified parties. This clause ensures that if your use of the website leads to legal repercussions for Prime Pace Properties Pty. Ltd., you will be responsible for covering the associated costs and any damages awarded.

13. Termination:

Prime Pace Properties Pty. Ltd. reserves the right, at its sole discretion, to terminate or suspend your access to the website www.primepace.com.au, or any portion thereof, at any time, with or without cause, and without providing any prior notice.² This right of termination or suspension may be exercised in various situations, including but not limited to instances where Prime Pace Properties Pty. Ltd. believes that you have violated any of these Terms of Use, engaged in any prohibited activities as outlined herein, or for any other reason that Prime Pace Properties Pty. Ltd. deems necessary to protect the website, its users, or its business interests.

If you have created an account on the website, you may have the option to terminate your account in accordance with the procedures outlined within the website's account settings or by directly contacting Prime Pace Properties Pty. Ltd. The specific steps for user-initiated termination, if available, will be clearly communicated on the platform.

Upon the termination of your access to the website, for any reason, your right to use the platform will immediately cease. Any licenses granted to you under these Terms of Use will be revoked, and you will no longer be authorized to access or utilize any of the website's features or content. Prime Pace Properties Pty. Ltd. reserves the right to remove or retain any user-generated content associated with your account following termination, in accordance with its internal policies and any applicable legal requirements.

14. Governing Law and Jurisdiction:

These Terms of Use, and the relationship between you and Prime Pace Properties Pty. Ltd. arising from your use of the website www.primepace.com.au, shall be governed by and construed in all respects in accordance with the laws of the Australian Capital Territory, Australia.² You hereby irrevocably agree that the courts located within the Australian Capital Territory shall have exclusive jurisdiction to hear and determine any and all disputes, actions, or proceedings that may arise under, out of, or in connection with these Terms of Use or your use of the website.² By accessing and using this website, you submit to the exclusive jurisdiction of the courts of the Australian Capital Territory for the resolution of any such disputes.

15. Amendments to Terms of Use:

Prime Pace Properties Pty. Ltd. reserves the sole and absolute right to amend, modify, alter, or update these Terms of Use at any time without providing any prior notice to users.² Any such changes or modifications will become effective immediately upon the posting of the updated Terms of Use on the website www.primepace.com.au. Prime Pace Properties Pty. Ltd. may, but is not obligated to, provide notification of such changes through other means, such as by posting a notice on the website or sending an email to registered users. The date of the last update will be clearly indicated at the top of the Terms of Use page.

Your continued use of the website after the posting of any amended Terms of Use shall constitute your unequivocal acceptance of and agreement to be bound by the modified terms. It is your responsibility to periodically review these Terms of Use to ensure that you are aware of any changes and that you understand the terms and conditions that apply to your use of the website at any given time. If you do not agree with any of the amended terms, you must immediately cease using the website.

16. Contact Information:

Should you have any questions, concerns, or inquiries regarding these Terms of Use for www.primepace.com.au, please do not hesitate to contact Prime Pace Properties Pty. Ltd. through the following channels:

Email: kuldeepsidhu@primepace.com.au

Post:

Attention: Prime Pace Properties Pty. Ltd.

Address: 19 Mackay Crescent, Kambah, 2902, ACT

We are committed to addressing any queries or concerns you may have in a timely and efficient manner.