

## **DISCLAIMER, TERMS AND CONDITIONS OF WEBSITE USE & PRIVACY STATEMENT**

### **Access to this Website**

Welcome to our website. In accessing and using this website, you acknowledge that you have read, understood and agree to be bound by the following terms and conditions.

### **About this Website**

On this website we provide an interactive environment in which users who are interested in learning about our property services or registering interest in our property services may find such information and, if they choose to do so, register their interest.

If you register with us, we will issue you with a confidential user name and password to access the information and services contained on this website. You should ensure that you do not divulge your user name and password to any other person.

### **Your obligations**

If you are not over the age of 18 years, you must obtain the consent of your parent or guardian before using this website.

You must not:

- a) use any other persons name, user identification or password when accessing or using this website, unless it is with our consent;
- b) post or transmit any material which in any way defames, harasses or offends any person, is obscene or which in any way may interfere with any other users of this website;
- c) provide any information to us which is the confidential information or proprietary information of any other person;
- d) use this website in any way which may be in breach of any laws, rules or regulations or may infringe any third party rights; or
- e) knowingly transmit any virus or take any action which may interfere with the operation of this website.

### **Third Party Content, Products and Services**

Products and services offered for sale or advertised, and other information found on this website, may be the products, services and information of third parties.

Third party products and services are not provided by us. If you purchase third party products and services, your legal relationship will be with the third party supplier and not us. You must check with any third party supplier as to the terms of provision of such products and services and the costs and charges involved. We may receive fees or commissions from third parties for such products and services.

We make no representations about the accuracy or suitability of the information provided on this website. The information is provided 'as is' without express or implied warranty. You use the information at your own risk.

### **Links**

This website may contain links to other websites which are not under our control or

which are not maintained by us. The links to any such third party websites are provided for your convenience and information only. If you access these websites you do so at your own risk. We are not responsible for the content of those websites and will not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use or your reliance on any such content. The fact that a website is linked to this website does not imply any endorsement or sponsorship by us of that website or that we are affiliated in any way with the third party operating that third party website.

### **Change of Information, Products and Services**

:Information, products and services published on this website are subject to change without notice.

### **Information provided to us**

You may at your discretion provide information to us in order to receive information about us, the products or services displayed on this website, to receive information relating to our property services and listings or to be involved in promotions or other activities undertaken by us. If you do so, you agree that any such information becomes our property and may be used by us or others, reproduced, published, transmitted, displayed modified or distributed at our discretion, subject to our obligations under our Privacy Statement.

### **Copyright**

All contents of this website, including the software, design, text and graphics are owned by or licensed to us and are protected by copyright under the laws of Australia and other countries. Apart from fair dealing for the purpose of personal use, private study, research, criticism or review as permitted under copyright legislation, you may not reproduce, transmit, adapt, distribute, sell, modify or publish or otherwise use any of the material on this website without our prior written consent.

### **Trademarks**

This web site includes trademarks which are registered, are the subject of pending applications or which are otherwise protected by law. You may not use these trademarks with out our consent.

### **DISCLAIMER AND LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING IN ANY WAY TO THIS WEB SITE, YOUR USE OF THIS WEB SITE AND THE INFORMATION, PRODUCTS AND SERVICES SUPPLIED, OFFERED TO BE SUPPLIED OR ADVERTISED OR ACCESSED THROUGH THIS WEB SITE; AND LIABILITY (INCLUDING FOR NEGLIGENCE) TO YOU OR ANYONE ELSE IN RESPECT OF ANY LOSS OR DAMAGE (INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE), COSTS AND EXPENSES SUFFERED BY YOU OR CLAIMS MADE AGAINST YOU ARISING FROM OR IN CONNECTION WITH ANY USE OF THE INFORMATION, PRODUCTS OR SERVICES SUPPLIED, OFFERED TO BE SUPPLIED OR ADVERTISED OR ACCESSED THROUGH THIS WEB SITE FOR

ANY REASON WHATSOEVER (INCLUDING NEGLIGENCE).

IN THE EVENT THAT TERMS, CONDITIONS OR WARRANTIES ARE IMPLIED BY LAW AND CANNOT BE EXCLUDED, THEN THOSE TERMS CONDITIONS OR WARRANTIES ARE INCLUDED HOWEVER OUR LIABILITY IS LIMITED AT OUR OPTION TO ONE OR MORE OF THE FOLLOWING.

IN THE CASE OF THE SUPPLY OF GOODS:

A) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS;

B) THE PAYMENT OF THE COST OF REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; OR

C) THE REPAIR OF THE GOODS OR PAYMENT OF THE COST OF REPAIR OF GOODS; AND IN THE CASE OF THE SERVICES, SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF SUPPLYING THE SERVICES AGAIN.

### **Indemnity**

You agree to indemnify us and our partners, agents, officers, employees and other authorised representatives against all claims, suits, demands, damages, liabilities, costs or expenses arising in any way out of or in any way connected to your use of this website.

### **Termination**

If in our reasonable opinion you fail to comply with any of these terms and conditions of use of this website, we may terminate or limit your access to this website.

### **Governing Law**

Any legal issues arising out of the use of this website will be governed by the laws of Victoria, Australia and by using this website you submit to the jurisdiction of the courts of that state.

## **PRIVACY STATEMENT**

We are committed to the protection of personal privacy and have adopted a policy to protect information about individuals. This policy describes the information we collect at this website, how we use that information, how that information may be disclosed, the security of that information, how you can access and correct any such information and other relevant details concerning your privacy.

### **1. Collection of Personal Information**

You may provide personal information to us to receive information about products or services offered through this website, to purchase such products and services, to receive newsletters or become involved in promotions or other initiatives commenced by us. This personal information may include details such as your name, age, gender, contact information, products and services you are interested in or require more information about. If you purchase or request products and services from us we may also request your preferences for receiving further marketing or promotional material.

The choice of how much information you provide to us is yours. We seek this information either to process your request for information and provide that information to you, to improve the quality of our products and services or to assist you to determine

which products and services best meet your needs.

We may also collect and store information about your visit to its website, including:

- the name of the domain from which you accessed the internet
- the date and time you accessed the website
- the internet address of the website from which you linked directly to the website
- the pages you accessed while visiting the website

This information does not in itself identify individuals and is used to measure the number of visitors to the website and how it was navigated. This information assists us to make the website more useful to you.

We also collect information from subscribers (persons registering their details with us through the website) or website visitors for the purpose of improving our quality and effectiveness and to provide you with information. We welcome feedback from you about all aspects of its website. We store feedback that users send to us. This feedback is used to administer and refine our service. We may also use the information to improve or promote this site. We will not publish your name in connection with any information you provide without your permission.

## **2. How do we use the Personal Information?**

The personal information obtained from this website is used, where you have so requested:

- to provide products and services to you
- to provide you with information, newsletters or other communications
- to involve you in promotions and other initiatives undertaken by us

Some of the uses of the information described above may be provided by third parties, who are authorised to use this personal information for these purposes.

We may use your personal information for direct marketing or promotional activities., However, if we do undertake such activities, you will be provided with an opportunity when first contacted to decline to receive any further communications from us.

Information collected from this website may also be used to determine demographic and usage patterns. Personal identification information is not used for this purpose. This anonymous information is then used to better develop and tailor this website and our products and services for our customers and potential customers. This non-personal information may be passed on to third parties.

Other than for the purposes described above, we will not use your personal information without your prior consent. The only exception to this rule is where disclosure is necessary to prevent injury to life or health, to investigate any suspected unlawful activity or where it may be required by law such as in a response to a warrant, subpoena or other legal process.

## **3. Security of your information**

We take reasonable steps to ensure the security of all information we collect from risks such as loss or unauthorised access, destruction, use, modification or disclosure of data.

For example, your personal information is maintained in a secure environment which can be accessed only by authorised personnel.

However, no data transmission over the internet or information stored on servers accessible through the internet can be guaranteed to be fully secure. These activities are undertaken at your risk.

#### **4. Disclosure of Personal Information**

Personal information collected through this website is not disclosed or passed on to third parties unless it is in accordance with this privacy statement. Information may be provided to third parties where any functions or services are being outsourced or you would reasonably expect us to disclose it to a third party for a particular purpose.

We will not disclose your personal information in circumstances other than those described above without your prior consent. The only exception to this rule is where disclosure is necessary to prevent injury to life or health, to investigate any suspected unlawful activity or where it may be required by law such as in a response to a warrant, subpoena or other legal process.

#### **5. Access and correction of personal information**

You may request access to your personal information collected through this website at any time. Please send an email at the contact address shown on this website. If any information is incorrect please advise us and we will update it.

#### **6. Links to other Websites**

We are not responsible for the privacy practices or content of any other website that is linked to this website. It is your responsibility to investigate the privacy policies of those other sites.

#### **7. Changes to this Privacy Statement**

This privacy policy may change from time to time particularly as new rules, regulations and industry codes are introduced.

#### **8. How to contact us**

If you have any concerns or questions, please use contact details as found in this website.

**Thank you for taking the time to read our Privacy Statement**