

WEBSITE — TERMS OF ACCESS

1. TERMS OF ACCESS TO THE WEBSITE

- 1.1. The Website (referred to in these Terms of Access as the “Website”) is owned and operated by Properties 4 All Pty Ltd (ACN 608 961 762) trading as “TITEL House and Land” on the World Wide Web (“WWW”).
- 1.2. The material on the Website is copyright © 2016 Properties 4 All Pty Ltd (ACN 608 961 762) and/or other copyright owners.
- 1.3. The Website is available for you to:
 - (a) Access conditional on your acceptance without alteration of the terms and conditions set out below. By continuing to access the Website you are agreeing to the terms and conditions set out below in Pt A.
 - (b) Provide information about your product or service conditional on your acceptance without alteration of the terms and conditions set out below. By continuing to provide information about your product or service you are agreeing to the terms and conditions set out below in Pt B.

2. PART A — USE OF MATERIAL ON THE WEBSITE

- 2.1. Except for the limited use set out in paragraph B you may not use the Website, or the material contained on it, for any purpose. This involves:
 - (a) the reproduction of the material in any material form;
 - (b) the distribution of the material in any material form;
 - (c) re-transmission of the material by any medium of communication;
 - (d) uploading and/or reposting the material to any other site on the WWW;
 - (e) “framing” the material on the Website with other material on any other WWW site.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Access.

- 2.2. Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal use provided you do not remove any copyright and trade mark notices contained on the material.
- 2.3. You may not modify or copy:
 - (a) the layout of the Website; and
 - (b) any computer software and code contained in the Website.
- 2.4. The Owner reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Website is provided for personal use only and may not be:
 - (a) re-sold and/or re-distributed in any material form;
 - (b) stored in any storage media; and/or
 - (c) re-transmitted in any media,without the prior written consent of the Owner.

Links to other Websites

- 2.5. The Website contains links to sites on the WWW owned and operated by third parties and which are not under the control of the Owner.
- 2.6. In relation to the other sites on the WWW, which are linked to the Website, the Owner:

- (a) provides the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by the Owner of the linked site; and
- (b) is not responsible for the material contained on those linked sites.

Disclaimer 1

- 2.7. The Owner is making the Website available for others to publish information without assuming a duty of care to users. The Owner is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the WWW.
- 2.8. To the full extent permitted by law the Owner disclaims any and all warranties, express or implied, regarding:
- (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and
 - (b) merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.
- 2.9. The Owner will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
- (a) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; and
 - (b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites.

Disclaimer 2

- 2.10. The Owner does not warrant guarantee or make any representation that:
- (a) the Website, or the server that makes the site available on the WWW are free of software viruses;
 - (b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
 - (c) errors and defects in the Website will be corrected.
- 2.11. The Owner is not liable to you for:
- (a) errors or omissions in the Website, or linked sites on the WWW;
 - (b) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
 - (c) defamatory, offensive or illegal conduct of any user of the Website,
- whether caused through negligence of the Owner, its employees or independent contractors, or through any other cause.
- 2.12. You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

Limitation of liability

- 2.13. Disclaimer 1 and/or Disclaimer 2 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law the Owner's liability for any implied warranty or condition is limited, at the choice of the Owner, to one or more of the following:

If the breach of an implied warranty or condition relates to services:

- (a) the supply of the services again; or
- (b) the payment of the cost of having the services supplied again.

If the breach of an implied warranty or condition relates to goods:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of such goods;
- (c) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

Use of information gathered

2.14. The Owner and/or people authorised by it may gather and process the information:

- (a) which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and
- (b) regarding the way in which you use the Website including, without limitation, information acquired through the use of “cookies” programmed during the accessing of the Website.

2.15. The Owner may authorise others to offer you goods and services using the information acquired through (a) and (b) above.

Termination of access

2.16. The Owner may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and the Owner has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

Alteration of Terms of Access

2.17. The Owner reserves the right to change these Terms of Access:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

Relevant jurisdiction

2.18. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

2.19. This Agreement will be governed by and interpreted in accordance with the law of Victoria, without giving effect to any principles of conflicts of laws.

2.20. You agree to the jurisdiction of the courts of Victoria to determine any dispute arising out of this Agreement.

3. PART B — TERMS AND CONDITIONS RELATING TO THE PROVIDING OF INFORMATION ABOUT YOUR PRODUCTS OR SERVICES

Uploading information

3.1. You represent and warrant in relation to any material and/or information you provide to the Website that:

- (a) you are authorised to provide the material and/or information;
- (b) you warrant that all information and data provided by you is accurate, complete and up to date.
- (c) the material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;
- (d) the material and/or information is not the “passing off” of any product or service and does not constitute unfair competition;
- (e) the material and/or information does not infringe any intellectual property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential information and copyright; and
- (f) the material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of Victoria including, but not limited to, the *Competition and Consumer Act 2010* (Cth) and the equivalent state and territory

legislation and any other parliament competent to legislate in relation to the Website or any law in any country where the material and/or information is or will be available electronically to users of the Website; and

Please note that if you are a Builder or a Developer, your use of the Website is also subject to the terms and conditions applicable to the agreement between you and the Owner.

Licence to use intellectual property

- 3.2. By uploading any material which is intellectual property including, but not limited to, copyrighted works, trade marks and service marks (the "intellectual property") on to the Website, you are granting the Owner a perpetual, non-exclusive and payment-free licence throughout the world to:
- (a) reproduce, use and exploit the intellectual property, as part of the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users; and
 - (b) allow the Owner to sub-licence others the same rights granted to the Owner in (a) above.

Removal of information

- 3.3. In relation to any material and/or information included on the Website, the Owner may remove any material and/or information, including but not limited to links to other sites on the WWW, at any time without giving any explanation or justification for removing the material and/or information.

Limit of liability

- 3.4. The Owner and its respective officers, employees and agents have no liability for any costs, losses or damages of any kind, which you may incur, arising whether directly or indirectly. This applies in relation to or in connection with any material and/or information supplied in respect of advertising on the Website; and as a consequence of removing any material and/or information from the Website.

Indemnity

- 3.5. You will at all times indemnify and keep indemnified the Owner and its respective officers, employees and agents (in this para 4 referred to as "those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of any breach of this Agreement by you; and publication of or distribution of the material and/or information supplied by you.

Relevant jurisdiction

- 3.6. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
- 3.7. This Agreement will be governed by and interpreted in accordance with the law of the Victoria, without giving effect to any principles of conflicts of laws.
- 3.8. You agree to the jurisdiction of the courts of the Victoria to determine any dispute arising out of this Agreement.

4. PURPOSE OF WEBSITE

- 4.1. The Website aims to be a resource for:
- (a) Land Owners and Property Developers using the Website to advertise and promote vacant land suitable for domestic dwellings and commercial premises;
 - (b) Licensed Real Estate Agents using the Website to browse, search, and collate the home designs and compatible vacant land suitable for domestic dwellings for the purposes of marketing and selling "House & Land" packages to the general public;
 - (c) Home Buyers using the Website to browse, search, review and select the home designs and compatible vacant land on which to develop domestic dwellings and commercial premises; and
 - (d) Website partners using the Website to advertise and promote their products and services to users on the Website.
- 4.2. To access certain features and functionalities of the Website you will have to become a Subscriber by creating an account and by

providing all of the information required. When creating your Account, you may be asked to provide your personal details. This information will assist us in providing the services associated with the Website to you. You warrant that all information and data provided by you in the registration of your Account is accurate, complete and up to date.

Domestic Home Builder

- 4.3. If you want to upload and advertise Home Designs and construction services then you will have to become an Authorised Provider and agree to the terms and conditions in the Provider Agreement.
- 4.4. By becoming an Authorised Provider, you may send to Us for upload, or may upload directly, onto the Website information and data regarding the details and specifications of your home designs and construction services, including images (such as photographs and floor plans).
- 4.5. We will also grant you a non-exclusive and non-transferable licence to use the Website for the limited commercial purpose of promoting your home designs and construction services to Home Buyers and the general public who access or use the Website, subject to the these Terms.
- 4.6. You agree to be solely responsible for any Content that you upload to the Website. You warrant and represent that any Content you upload to the Website will not violate these Terms.

Land Owner and Property Developers

- 4.7. If you want to upload and advertise vacant land then you will have to become an Authorised Provider and agree to the terms and conditions in the Provider Agreement.
- 4.8. By becoming an Authorised Provider, you may send to Us for upload, or may upload directly, onto the Website information and data regarding the details and specifications of vacant, including images.
- 4.9. We will also grant you a non-exclusive and non-transferable licence to use the Website for the limited commercial purpose of promoting your vacant land to Home Buyers and the general public who access or use the Website, subject to the these Terms.
- 4.10. You agree to be solely responsible for any Content that you upload to the Website. You warrant and represent that any Content you upload to the Website will not violate these Terms.

Real Estate Agents

- 4.11. We grant you a non-exclusive and non-transferable licence to use the Website for your own professional use, including to browse the Website for home designs and compatible vacant land suitable for domestic dwellings for the purposes of marketing and selling "House & Land" packages to the general public.

Home Buyers

- 4.12. We grant you a non-exclusive and non-transferable licence to use the Website for your own personal use, including to browse the Website for:
 - (a) home designs advertised on the Website to evaluate and/or compare the home designs according to your needs;
 - (b) Vacant land advertised on the Website to evaluate and/or compare the vacant land according to your needs; and
 - (c) Determining and evaluating relevant home designs and compatible vacant land with the view of making an offer to purchase an appropriate combination of home design and vacant land ("House & Land Package").
 - 4.13. You acknowledge that if you make an offer to purchase a House & Land Package that the offer may legally bind you, subject to any relevant cooling off period that may apply.
 - 4.14. You confirm you accept the terms and conditions of use of the Website, and acknowledge that Properties 4 All will be entitled to collect a commission payment for providing the Website services.
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