



# Terms of Use

## WEBSITE TERMS OF USE

Blackshaw Real Estate and our related entities BRE Corporate ACN 630 650 261, MR. ME Property ACN 618 470 812, BB Coastal RE ACN 649 505 902, AMB Property Group ACN 106 600 300, BRE Manuka ACN 630 650 314, Top Notch Property Management ACN 144 833 054, Canberra South Real Estate ACN 106 779 506, Blackshaw Weston Creek & Molonglo ACN 645 260 779, Woden Weston Molonglo Real Estate ACN 632 995 389 (we, our, us), maintains this website and all associated microsites (collectively Website) for your information and convenience. This document sets out the terms and conditions that govern the use of this Website (Terms). Please review these Terms carefully, especially the disclaimer and limitation of liability sections. By accessing this Website (other than to read these Terms for the first time), you accept and agree to these Terms. You must not use this Website if you do not agree with these Terms.

The Website is prepared for use by users in Australia and may not satisfy the laws of other countries.

To the extent permitted by law, we may change these Terms at any time. Please check these Terms at regular intervals for any changes. In the case of any breach of these Terms, we reserve the right to seek all remedies available at law or in equity.

## USE OF THIS WEBSITE

The use of this Website is at your own risk. You are responsible for all your activity in connection with accessing and using this Website.

You must not use this Website for any activities that breach any laws, infringe any party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority. You must not distribute through this Website any inappropriate communication or any virus or other disabling code in any form.

You must not bypass any security mechanisms imposed by this Website, or tamper with, hinder the operation of or make unauthorised access or modifications to this Website.

When using this Website, you agree that:

1. you are solely responsible for:
  - a. your use of the Website;
  - b. the security of any password and log-in details used in connection with the Website; and
  - c. when and how you use our Website, and the actions of any persons who use the Website on your behalf;
2. you will notify us immediately of any breach of security or any unauthorised use of the Website;
3. you are responsible for any information or material you submit to us, including accepting any liability for the use of such material;

# B

4. you will not upload, post, transmit or otherwise distribute any materials that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious computer code, program or file, designed to interrupt, destroy or limit the functionality of any computer service or hardware or telecommunications equipment;
5. you are legally responsible for all content that you submit to us; and
6. we may suspend and/or terminate your use of the Website if we consider in our sole discretion that you are breaching these Terms.

You warrant that:

1. the details you provide to us are accurate and complete and agree to keep that information up to date and as accurate as possible;
2. you are the owner of, or are licensed to use, all the intellectual property rights contained in material submitted to us; and
3. your information and material are not fraudulent, offensive, defamatory and does not infringe the intellectual property rights, confidentiality rights, or privacy rights of any person.

## LICENCE TO USE THIS WEBSITE

We grant you a limited, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Website in accordance with these Terms.

The right to access this Website does not include any resale or commercial use of our site or its contents nor allows you to download or copy any account information for the benefit of another merchant.

Any unauthorised use terminates the permission or license granted by us.

## EXCLUSION OF COMPETITORS

If you are a competitor of ours, then are prohibited from using the Website and its content. You may not make any profit or gain from the Website of its content without our prior express written permission.

## DISCLAIMERS RELATING TO THE WEBSITE

We do not warrant that access to this Website will be uninterrupted, or that the services and features offered on this Website will be error-free. We reserve the right to change or discontinue any feature on this Website, the availability of this Website and the software required to access it.

The information on this Website is provided for information purposes, general interest, and enquiry only. While we use reasonable efforts to ensure that the information on this Website is complete and up to date, to the extent permitted by law, we make no warranty or representation as to the accuracy, currency or completeness of any information on this Website. Information may change without notice. Before relying on any information on this Website, you should first verify the accuracy of the information and its relevance. This may mean contacting our personnel or real estate agents before relying on any information on this Website.

# B

This Website may contain certain historical information which is definitely not current and is provided for reference only. We reserve the right to modify the contents of this Website at any time without obligation on our end to update any information on the site. You understand and agree that it is your responsibility to monitor changes to the Website.

We are not financial or legal advisors. The information contained on this Website is for general information purposes only. It is not intended as legal, financial or investment advice and should not be construed or relied on as such. The information has been prepared without taking into account your personal objectives, financial situation or needs. Before making any commitment of a legal or financial nature you should consider the appropriateness of the information having regard to your objectives, financial situation and needs and seek advice from a legal practitioner or financial or investment adviser.

To the extent permitted by law, we exclude all other warranties, guarantees, terms and conditions (whether express, implied, or statutory) relating in any way to this Website, its content, or its use. Our liability for breach of any warranty, guarantee, term or condition implied into these Terms which cannot be excluded is limited, where permitted by law, to the re-supply of that part of this Website again or, at our option, the payment of the costs of having an equivalent service supplied again.

## THIRD PARTY CONTENT

This Website may contain information and materials from third parties, including public comments, advertisements, feeds, data information, social media content and links to other websites (Third Party Material). We do not have control over, and are not responsible for, any Third Party Material (including its currency, accuracy or reliability). Unless expressly stated otherwise, we do not sponsor or endorse the Third Party Materials.

Without limiting the above, certain features of the Website aggregate Third Party Materials to produce results for you. We rely on third parties to supply the Third Party Materials and we therefore do not warrant the quality or accuracy of the results. To the extent permitted by law, we have no liability arising out of any results or recommendations produced by the Website, and you are responsible for the final choice of any property that you may choose.

## LIMITATION OF LIABILITY

To the maximum extent permitted by law, and without limiting any other provision in these Terms:

- a. we exclude all liability for indirect, incidental, special and consequential loss or damage of any kind, loss or corruption of data, loss of use, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter;
- b. this Website is provided on an 'as is' and 'as available' basis;
- c. we make and give no express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course

# B

of dealing, usage or trade practice, with respect to any services or content you obtain from this Website;

- d. no oral or written information or advice given by us, our suppliers, agents, representatives or employees will create a warranty or in any way increase the scope of the express warranties given, and you may not rely on any such information or advice.

In the event that the supply of our services constitutes a supply of goods or services to a consumer as defined in the Competition and Consumer Act 2010 (Cth) (the Act) nothing contained in these Terms excludes, restricts or modifies any remedies or guarantees where to do so is unlawful. To the full extent permitted by law, where the benefit of any such remedy or guarantee is conferred upon you pursuant to the Act, our sole liability for breach of any such remedy or guarantee shall be limited to the remedies available under the Act.

We do not guarantee that this Website or Third Party Materials will be free from viruses, or that access to this Website or Third Party Materials will function as intended or be uninterrupted. You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For clarity, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your access or use of this Website or any Third Party Materials.

Our limitation of liability will survive termination.

## INDEMNITY

You indemnify us in respect of any liability suffered or incurred by us for any loss, cost (including legal costs on a full indemnity basis), action, proceeding, claim, damage, demand, liability or expense as a result of your breach of these Terms, your use of this Website, or warranties given by you. This indemnity continues after these Terms end. It is not necessary for us to suffer or incur any liability before enforcing a right of indemnity under these Terms.

## TERMINATION AND DISCONTINUANCE

We may:

- a. terminate your use of this Website;
- b. terminate these Terms; or
- c. discontinue this Website (in whole or part),

in our absolute discretion and without any notice to you. All conditions imposed on you by these Terms will survive.

## SECURITY

We take reasonable steps to protect the information that you transmit using this Website. However, we cannot guarantee the security of any information that you transmit to us using this Website. Therefore, any information you transmit using this Website is transmitted at your own risk. When using this Website, you must take precautions to ensure that you are not exposed to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any such interference or damage to your systems which arises in connection with your use of this Website.

# B

## INTELLECTUAL PROPERTY

Unless otherwise indicated, we own or are licensed to use all intellectual property (including without limitation copyright, trademark, related designs) subsisting in the materials on this Website. Unless otherwise indicated, we reserve all rights in the Website materials. We authorise you on a non-exclusive basis to reproduce and download the materials solely for use in the intended manner. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast, or distributed without our prior written permission.

All names, logos, photographs, and trademarks on this Website are the property of us. Nothing on this Website should be interpreted as granting any rights to commercial use or distribute any names, logos, or trademarks, without the express written agreement of the relevant owners.

## PRIVACY

We may collect your personal information through this Website. We collect, use, hold and disclose your personal information so that we can perform our business activities, to provide your contact details to relevant participating real estate agents, and to administer this Website. We do this in line with our Privacy Policy. We respect your right to privacy, and subject to any agreement that you have with us, you may elect not to provide your personal information to us. However, if you choose not to do so, then we may not be able to respond to you, or ask our participating real estate agents to contact you.

Our privacy policy, available at [www.blackshaw.com.au/privacy.html](http://www.blackshaw.com.au/privacy.html), contains information about how you may access and correct the personal information that we hold about you and how to lodge a complaint relating to our treatment of your personal information, and how we will deal with such complaint.

You consent to your personal information being collected, used, and disclosed in accordance with these Terms and our Privacy Policy. You must not submit the personal information of another person, unless that person has read, understood, and accepted these Terms and our Privacy Policy.

## COOKIES & PIXELS

We use technologies, such as cookies and pixels, to customise content and advertising, to provide social media features and to analyse traffic to the site. We also share information about your use of this Website with our trusted social media, advertising, and analytics partners. Please refer to our Privacy Policy.

## GENERAL

If any provision of these Terms is found to be void, unlawful or unenforceable for any reason, then that portion of the provision which creates the invalidity, unlawfulness or unenforceability will be severable from these Terms and will not otherwise affect the validity and enforceability of any remaining provisions.

# B

## VARIATIONS

We may amend these Terms, including our Privacy Policy, from time to time. Amendments will be effective immediately upon notification on this Website. Your continued use of this Website represents an agreement by you to be bound by the Terms as amended. You should check our site regularly so you are kept up to date with our current Terms. Materials and information on this Website (Content) are subject to change without notice. While we use reasonable effort to ensure that our Content is accurate, current and complete, we don't represent, warrant or guarantee its accuracy, currency or completeness (to the maximum extent permitted by law) and we are not liable if any Content is inaccurate or out-of-date.

## DISPUTES

The parties must use reasonable endeavours to resolve any dispute under these Terms by taking the following steps:

- a. a party may serve notice on the other party advising of a dispute (Notice);
- b. senior managers of the parties must meet within seven days of receipt of the Notice to attempt to resolve the dispute;
- c. if the dispute remains unresolved after 10 days of receipt of the Notice, the CEO or equivalent of each party will meet to resolve the dispute within 30 days of receipt of the Notice;
- d. if the dispute still remains unresolved the parties will resort to mediation or other alternative dispute resolution methods; and
- e. if the dispute remains unresolved, or a party elects to move straight to expert determination in lieu of mediation or other alternative dispute resolution methods, the parties will resort to expert determination and the opinion of the expert will be binding on the parties,

before they commence legal proceedings (except proceedings for interlocutory relief). Costs of any mediator or expert will be borne equally between the parties.

## NO WAIVER

Our failure to insist upon strict performance of any of these Terms, shall not be deemed a relinquishment or waiver of any rights or remedy that we may have, nor shall it be construed as a waiver of any subsequent breach of these Terms. These Terms will continue to be in full force and effect.

No waiver by either party of any breach of any provision in these Terms shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

For any questions and notices, please contact us at:

Email: [corporate@blackshaw.com.au](mailto:corporate@blackshaw.com.au)

Last updated: 7<sup>th</sup> July 2023