

Disclaimer / Terms of Use

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Terms of Use:

(Effective as of September 10, 2015)

Please Read Carefully

This HOME789 Terms of Use agreement (this "agreement") is a legal agreement between you and HOME789 ("HOME789", "we", "us" or "our") providing, among other things, the terms and conditions for your use of our web site accessible at <http://www.HOME789.com.au> (the "site").

We may from time to time modify these Terms of Use and will post a copy of the amended agreement at <http://www.HOME789.com.au/Disclaimer.aspx>. If you do not agree to, or cannot comply with, the agreement as amended, you should not use the site. You will be deemed to have accepted the agreement as amended if you continue to use the site after any amendments are posted on the site. We reserve the right to refuse to provide our products and services to anyone at any time.

This agreement contains warranty and liability disclaimers. By using this site, you accept and agree to the terms and conditions of this agreement without any reservations, modifications, additions, or deletions. If you do not agree to the Terms of Use contained in this agreement, you are not authorized to use the site. You may be denied access to the site, with or without prior notice to you if you do not comply with any provision of this agreement.

We may revise these terms of use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these terms of use as amended.

Pursuant to this licence and subject to the absolute right of HOME789 to vary access to all or any part(s) of the Website, you acquire a non-exclusive right to:

- View the material in the Website.
- Access material contained in the Website.
- Use the Website strictly in accordance with the provisions of this licence.

1. Authorized users

1.1 *Age requirement; authority.* In order to use the site, you must be at least 18 years of age. You represent that (i) you have read and understood, and that you agree to be bound by, this agreement and (ii) you are at least 18 years old. If you do not agree to, or cannot comply with, any of these terms and conditions of this agreement, please do not attempt to access this site.

1.2 **Registration.** We reserve the right to restrict certain areas of information on this site to our approved registered users. In the event that any area of the site requires you to register with us prior to our granting you access to such areas of the site, you agree to provide truthful information, including but not limited to a member name and password as well as your name, address, telephone number and a valid email address (the "account information"). You agree to provide accurate account information and to update your account information as necessary to keep it accurate. HOME789 will use your account information in accordance with its privacy policy, which can be found at <http://www.HOME789.com.au/PrivacyPolicy.aspx>. You are solely responsible for maintaining the confidentiality of your member name and password. You agree to notify us immediately of any unauthorized use of your member name, password or account. HOME789 will not be responsible for any losses arising out of the unauthorized use of your account and you agree to indemnify and hold harmless HOME789, its partners, parents, subsidiaries, agents, affiliates and/or licensors, as applicable, for any improper, unauthorized or illegal uses of your account.

2. License to use the site

2.1 **Grant of license.** HOME789 grants to you a limited, non-exclusive, non-transferable license to access and use the site in accordance with the terms and conditions set forth in this agreement. HOME789 reserves all right, title and interest not expressly granted under this license to the fullest extent possible under applicable laws. Any use of the site not specifically permitted under this agreement is strictly prohibited.

2.2 **Restrictions.** You agree that you will not: (i) use the site to reproduce, transmit, display or distribute copyrighted material in any medium or via any method without HOME789's express written permission; (ii) copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided on this site; or (iii) use our site in any way that violates the terms of this agreement. The site is owned by HOME789 and is protected Australia copyright laws and international treaty provisions. You will not sublicense, assign, or transfer the license granted to you under this agreement. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations in violation of the provisions of this agreement is void.

3. Other restrictions

You agree that you will not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, screen scraping, database scraping, or any other activity with the purpose of obtaining lists of users or any other information, including specifically, property listings available through the site; (c) send chain letters or pyramid schemes via the site; or (d) attempt to gain unauthorized access to other

computer systems through the site. You agree that you will not use the site in any manner that could damage, disable, overburden, or impair the site or interfere with any other party's use and enjoyment of the site.

4. Copyrights and other intellectual property

- 4.1 As between you and HOME789 , you acknowledge that HOME789 owns or has a license to all title and copyrights in and to the content provided on this site. All title and intellectual property rights in and to any licensed content provided on this site is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties and subject to use restrictions under such laws or treaties.
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6. Privacy policy

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Transmitted information

Any non-personal information, communication or material you transmit to this Website (including data, suggestions, questions, comments etc.) will become the property of HOME789 and will not be treated as confidential by HOME789 . We may use all such information, communications and materials without obligation to you.

7. Submissions or other information

If you submit to us or post on the site any property listing, testimonial, comment, review, suggestion or any work of authorship (collectively a "submission") including, without limitation, submissions about any of our products or services, such submission will not be confidential or secret, and may be used by us in any manner. Please do not submit or send any submission to us that you consider contains confidential or proprietary information. No submission sent to us will be considered or treated as confidential information. We do not pre-screen submissions and we will have no obligation to read any particular submission submitted or sent to us. By submitting or sending a submission to us, you:

- (i) represent and warrant that the submission is original to you, that no other party has any rights thereto, and that any “moral rights” in such submission have been waived, and
- (ii) you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sub licensable right and license to use, reproduce, publish, distribute, display, translate, summarize, modify and adapt such submission (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, in our sole discretion, with or without your name.

8. Term

This agreement will remain effective until terminated by you or terminated by us.

9. Disclaimers

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We reserve the right to restrict or terminate your access to this Website, any feature of this Website or any part thereof at any time.

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To the extent permitted by law, HOME789 does not accept liability or any responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses or liabilities whatsoever (including loss of profits, revenue or goodwill) arising out of your access to, use of or inability to use or access this Website or any change in content of this Website, or arising from any other website you access through a link from this Website or from any actions we take or fail to take as a result of any electronic mail messages you send us.

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If applicable law implies terms which cannot be lawfully excluded, restricted or modified, then those terms will apply and, to the extent to permitted by law, HOME789's liability will be limited at its option to (a) in the case

of services, resupplying the service or payment of the cost of resupply; and (b) in the case of goods, replacing or repairing the goods or payment of the cost of repair or replacement.

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You can only use this Website for lawful purposes and must comply with all applicable local, state, national and international laws and regulations that relate to your use of this Website. You are prohibited from posting on this Website any unlawful, harmful, abusive, threatening, harassing or defamatory material of any kind. You are also prohibited from disrupting or interfering with, or making attempts to disrupt or interfere with this Website or other user's enjoyment of this Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to this Website. We also reserve the right to report potentially criminal activity to appropriate law enforcement agencies.

11. Indemnity

You will indemnify and hold HOME789, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any suits or claims arising out of (i) your breach of this agreement, including, but not limited to, any infringement by you of the copyright or intellectual property rights of any third party; or (ii) your use or misuse of the site.

12. General

12.1 You will be responsible for providing the dial-up, dsl, cable modem or other form of internet access and any other hardware and software necessary to access and use the site.

12.2 HOME789 complies with all applicable laws, including, but not limited to, privacy laws and individual state laws with respect to the sale or lease of real property. You agree that you will comply with all such laws applicable to you.

12.3 HOME789 or its business partners may present advertisements or promotional materials on or through the site. Your dealings with, or participation in promotions of, any third-party advertisers on or through the site are solely between you and such third party and your participation is subject to the terms and conditions associated with that advertisement or promotion. You agree that HOME789 is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party materials on the site.

12.6 HOME789 may send notices to you with respect to your use of the site by sending an email message to the email address listed in your account information, by sending a letter via U.S. mail to the contact address listed in your account information, or by a posting a note on the site when you access your account. You agree that we may provide notice to you through such means. Unless otherwise stated in the notices, the notices will become effective immediately.

12.7 General contact information. For questions regarding this site or your use of this site, please email us at admin@HOME789.com.au, or call +61 2 96 98 8818.

You acknowledge that you have read this agreement, understand it and will be bound by its terms and conditions. You further acknowledge that this agreement represents the complete and exclusive statement of

the agreement between us and that it supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this agreement.

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HOME789 reserves the right, without notice and in its sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website at any time. All provisions of this Licence which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers and indemnities.

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