

Terms of Use

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1. The following terms of use (**Terms**) form a legally binding agreement between you and us. These Terms apply to all visitors and users of this site.
2. By accessing and using this website, you are choosing to accept and comply with these Terms, the privacy policy and disclaimer.
3. Linked sites, affiliated services or third party content or software may have their own terms that you must comply with.
4. If you do not agree to be bound by these Terms you must not access or use our website.
5. If you are under 18 years old, please ensure that your parent or guardian accepts these Terms.

1. Intellectual property

1. All material on this website, including the text, information, graphics, logos, design, layout, downloads, pricing, products and services (**Content**) is owned by or licensed to us. You must not reproduce, transmit, adapt, distribute, sell, modify, publish or store Content for any purpose, other than with our prior written consent, or as permitted by law. We reserve our rights in this respect.
2. If you become aware of any infringements or suspected infringement by any third party of any intellectual property rights in this website or the Content, you must immediately notify us.
3. Trade marks used on this website to describe third parties and their products are trade marks of those third parties and you are not permitted to use them without the consent of those third parties.

2. Linking and Third Party Content

- 2.1. The website may contain links to or display the content of third parties (**Third Party Content**), including links to websites operated by other organisations and individuals (**Third Party Websites**). Third Party Content and Third Party Websites are not under our control. We do not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct. If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

3. Your conduct

- 3.1. This website is for your personal use only and not for commercial exploitation.

3.2. You must not:

- (a) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the Content;
- (b) use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users in relation to this website or the Content;
- (c) copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this website or the Content;
- (d) establish links to this website or the Content from any third party website.
- (e) use the website in breach of any applicable laws or regulations;
- (f) use the website for commercial purposes (including for competitive advantage or to the competitive disadvantage of us);
- (g) use the website to harm, abuse, harass, stalk, threaten or otherwise offend others;
- (h) interfere with, disrupt, or create an undue burden on the website;
- (i) upload, post, transmit or otherwise make available any material that:
 - (i) is not your original work, or which may infringe the intellectual property or other rights of another person;
 - (ii) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - (iii) includes an image or personal information of another person unless you have their consent;
 - (iv) you know or suspect, or should reasonably know or suspect, to be false, misleading or deceptive;
 - (v) contains large amounts of untargeted, unwanted or repetitive content; or
 - (vi) contains financial, legal, medical or other professional advice.

Without limiting the above, you will not and you will not permit a third party to:

- (j) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repacking the Content;
- (k) use, obtain, or attempt to obtain from the website, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; and

- (l) do anything which will or may damage, disrupt access to or interfere with the proper operation of the website.

If you believe that a user has breached any of the above conditions, please contact us.

4. User-generated Content

- 4.1. We reserve the right to block or suspend any user of its website, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the website by any user, without notice.
- 4.2. By uploading, transmitting, posting or otherwise making available any material via the website, you grant us a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit and exploit the material in any form and for any purpose, and unconditionally waive all moral rights as defined by the *Copyright Act 1968*. Any material you upload to the website will be considered non-confidential and non-proprietary.
- 4.3. We are not responsible for, and accept no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the website by any person other than us. We do not endorse any opinion, advice or statement made by any person other than us.
- 4.4. You agree to indemnify us and our Related Bodies Corporate (as that term is defined in the Corporations Act 2001) and each of their officers, employees, agents, contractors, suppliers and licensors (collectively **Affiliates**) in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of or failure to comply with any of these Terms, or any other default or wrongful conduct in relation to the subject matter of these Terms, on the part of you or any of your Affiliates.

5. Advertising and sponsorship

- 5.1. This website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on this website is accurate and complies with applicable laws.
- 5.2. We are not responsible for the illegality of, or any error or inaccuracy in, advertisers' or sponsors' materials or for the acts or omissions of advertisers and sponsors.

6. Disclaimer and liability

- 6.1. The disclaimers in this section apply in addition to any other disclaimers we publish on our website.
- 6.2. The information contained on this website is general in nature and is not given as advice (financial or otherwise) or as a recommendation by us about any investment or property. You should not rely on information contained on this website. You should obtain independent legal and financial advice and make your own assessment before deciding whether to invest.
- 6.3. All drawings, sketches, plans, dimensions, lot sizes, lot locations, computer renderings and other like information contained on this website are approximate only. Interior photographs are an indication only and may not represent the home on display. Lot frontages stated are a guide only and dependent on individual council requirements. Images are for illustrative

purposes only and may contain items that are not included in the standard specification, or in the promotion, or supplied by us. We reserves the right to amend or vary any information contained on the website, including images, at any time.

- 6.4. A variety of factors outside of our control influence the size, location and availability of lots for purchase, including council requirements, planning consents, survey results and government and council requirements.
- 6.5. Where prices are included on this website, those prices are provided as a guide only. You should speak to our representatives to obtain specific information about pricing.
- 6.6. By accessing our website, you assume all risks associated with its use, including but not limited to the risk that your computer, software or data may be damaged by any virus transmitted by this website or by any Third Party Content or Third Party Website.
- 6.7. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with this website are hereby excluded. By accessing our website, you agree to indemnify us and each of our Affiliates for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with your access and use of this website and your use of or reliance on any Content or material displayed on the website.
- 6.8. We retain the benefit of these Terms for ourselves and on behalf of each of our Affiliates.

7. Privacy policy

Our privacy policy is incorporated by reference into these Terms. We will only use your personal information as set out in the privacy policy. By using the website, you agree to us handling your personal information in accordance with the Privacy Policy.

8. Jurisdiction

These terms and conditions are governed by the laws of Queensland, Australia.

9. Contact

If you have any queries regarding these Terms, please contact us.

Email: sayhello@apdprojects.com.au