

# TERMS AND CONDITIONS OF USE

## **AGREEMENT BETWEEN THE USER AND PROPERTYFINDERS.COM PTY LIMITED and with the Trade Mark owner, Mr M. Hammond**

1. **Introduction** Welcome to the Property Finders.com website, a site which is fully owned, operated and maintained by PropertyFinders.com Pty Limited ACN 126 255 650 (hereafter referred to as “Property Finders”), a company duly incorporated in Australia.

The company director, Mr M. Hammond has granted to the said company, a licence to use (in connection with this website), the registered Trade Mark “Property Finders”.

Our site operates as a property search engine / portal, to provide to you direct access and contact details to a third party in the geographical area you have chosen to search, either within or external to Australia. It does not however, own or control any of the websites of any third party providers that you access via our website. Those providers will have their own terms and conditions of use, and their own privacy policies, and any interaction you have with them is therefore at your own risk. We have no control over the contents of those websites.

Some of those providers will be licensees of Property Finders. You take full responsibility also for any advice, content, information or any dealing that you enter into with these Licensees.

The laws of Australia apply to our site. The laws in the jurisdiction of any providers external to Australia apply to any dealings you may have with these persons or entities. Property Finders does not bear, in any way whatsoever, any responsibility or any obligations to you for any contact or any dealings, or any other matters, you proceed to have with them. It is therefore solely up to you to take any and all precautions you consider necessary when you select and access any third party site via our website.

These terms and conditions shall apply, and you are accordingly bound by them, immediately upon your accessing our website, for any purpose.

Further the terms of our Privacy Policy also apply immediately upon your accessing of our website.

We have asked that you acknowledge these terms and conditions and our Privacy Policy before you access our site.

If you do not agree to any of our terms and conditions and/or our Privacy Policy, then please do not use access nor seek to use our website in any way.

## **2. General Disclaimer**

The information provided on this website is provided to you in good faith and considered to be accurate and current, to the best of our knowledge and belief. However, no representation or warranty is given to you as to the reliability, accuracy nor its completeness at the time when you access our site, nor at any time prior or thereafter, nor that it will not be interrupted or free from any errors.

We may at any time amend any information on our site without notice.

Information provided is solely to assist in directing you to an external website within the geographical location you wish to search, whether in, or external to, Australia.

Property Finders gives no warranty to the correctness or otherwise of any material that is read and used by you, whether such material is within our website or within a site of any third party provider as accessed by you via our website.

## **3. Intellectual Property Rights**

All information on our website is owned by Property Finders, and subject to copyright. You must not reproduce, transmit, print, display, publish or do any other act contrary to our copyright property or the Copyright Act 1968 (C'th) or use any part of our website without our express written permission. All our rights are reserved.

For information on any and all other third party sites you access via our website that are owned and operated by any third party, including any Licensee, all such information accessed by you on those sites is subject to the copyright laws within the jurisdiction of those third parties. You must make your own enquiries as to copyright with those third parties, and also as to their other terms and conditions for the provision of their services to you, prior to proceeding with their services offered or prior to your use of any and all material accessed by you from their site or sites.

“Property Finders” is a registered Trade Mark (no.1081652) in Australia. This gives the owner, Mr M.Hammond, exclusive legal rights to use, or licence, the said Trade Mark for the services for which it is registered.

You are not permitted to use, in any way, the said registered Trade Mark, directly or indirectly, at any time without the express written consent of the owner.

#### **4. Your use of our website**

As a condition of your use of our site, you confirm that you:

- i. are over 18 years of age;
- ii. have the capacity to create binding legal obligations; and
- iii. will use our website solely in accordance with these terms and conditions and our privacy policy.

#### **5. Restrictions of use**

Upon your accessing our website you are restricted from doing any of the following:

1. publishing any of our website material in any other media;
2. selling, sublicensing and/or otherwise commercializing any of our website material;
3. publicly performing and/or showing any of our website material;
4. using this website in any way that is or may be damaging to our website;
5. using our website in any way that impacts any other user access to our website;
6. using our website contrary to any and all applicable laws and regulations, within Australia or otherwise, or that may in any way may cause harm to our website, or to any person or business entity accessed via our website;
7. engage in any data harvesting, data extracting or any other similar activity in relation, or incidental to, or referred to, or accessed via, our website;
8. using our website to engage in any advertising or marketing of your own;
9. Copy or use any part of our website for use in any other website.

#### **6. Indemnities given by you to us**

Should you breach any of these terms and conditions, and damage of any kind is suffered by Property Finders from your breaches, then you agree to indemnify Property Finders against any and all such losses sustained by Property Finders promptly.

You shall also indemnify Property Finders against any and all other liabilities arising, or that have or may arise, or from any claim, suit or demand (and including any and all legal costs) in connection with, or incidental to, your improper or unauthorized use of our website or your unauthorized use of any material therein.

You shall also indemnify the owner of the Trade Mark “Property Finders” for any breach and/or losses incurred by the owner resulting directly or indirectly from your improper or unauthorized use of the said registered Trade Mark.

Your indemnities to Property Finders and to the trade mark owner shall be continuing indemnities and the laws of New South Wales shall govern and apply to any legal action required by us, or by the trade mark owner, as may be necessary to enforce the said indemnities.

Such action may include injunctive relief, urgent or otherwise. These terms and conditions shall be disclosed to any Court, whenever necessary, for enforcement of your indemnities.

### **7. No warranties**

We provide no warranty of any kind in respect of the contents of our website nor the information within it, nor do we provide any advice to you as to any of the contents within it.

Our website does not in any way imply, suggest, or recommend any other third party site you access via our site, nor do we provide any warranty of any kind in respect of the contents or data provided to you of any such accessed third party website or any of the information within it.

Property Finders disclaims all warranties and conditions that this site or its servers are free of viruses or other harmful components. You must take and make your own precautions as you consider appropriate to protect your hardware and software at any and all stages of your use of our website and any third party site accessed by you via our website.

### **8. No Liability**

Under no circumstances whatsoever shall Property Finders, nor any of its officers, directors and/or employees, nor the trade mark owner, be held liable to you for any losses whatsoever arising, or that may arise or have arisen, out of or in any way connected with, or incidental to, your use of our website. These may include, but are not limited to, any lost profit or goodwill, data loss, any delay or inability to access information on our website, any computer viruses that may corrupt your hardware and /or software, any information loss, or any consequential or incidental losses thereto.

Should you proceed to access any other site not owned or operated by Property Finders, whether within or external to Australia, then you agree that you shall not make any claim, suit or demand against Property Finders, or the trade mark owner, for any losses arising from your use of these external sites and further you agree to indemnify Property Finders and/or the trade mark owner against any and all claims, suits or demands whatsoever (including any and all legal costs) that may be made against Property Finders and/or the trade mark owner at any time arising out of, or in connection, with your use, proper or improper, of any such third party website, such claims suits or demands having been, or to be, instigated by either you or any third party accessed by you via our website or instigated by other person or entity that may make any such claim against Property Finders and/or the trade mark owner due to your actions during the accessing and use of our website. Should Property Finders and/or the trade mark owner need to enforce these indemnities all costs to do so, whether internal or external to Australia shall be met by you on an indemnity basis.

# Privacy Policy

This privacy policy applies to our online activities. By using our website you consent and agree to, and with, our Privacy Policy.

The Privacy Act 1988 (C'th), and subsequent amendments, is the privacy law applicable within Australia to which Property Finders.com Pty Limited ACN 126 255 650 (hereafter "Property Finders") is bound.

## **1. Website analytics**

Our website uses first and third party 'cookies' and WordPress CMS.

A list of the first party cookies used by our website, and their description, can be accessed by visiting our Privacy Policy page at <https://www.propertyfinders.com/privacy-policy/>

First party cookies are set by our website upon you accessing our site. A cookie is a small text file that is sent to your browser from our site to be stored on your computer's hard drive. Cookies allows us to recognise your computer and record information from your visits to our site, such as your preferred settings. This saves you having to re-enter the same data every time you use our site. You may, however, refuse the use of cookies by selecting the appropriate settings on your browser.

Third party cookies are set by Google analytics, a service which transmits website traffic to us. Google analytics does not identify individual users or associate your IP address with any other data held by Google. It is our aim to only use reports provided by Google Analytics to assist us in better understanding and interpreting website traffic and so the ongoing usage of our website. You may also opt out of Google Analytics by **linking to** <http://tools.google.com/dlpage/gaoptout>

WordPress CMS collects non-personally identifying information of the sort that web browsers and servicers generally make available, such as browser type, language preference, referring site and the date and time of each visit to our site. Any such information provided shall only, if necessary, be shared with out Licensees and only for the purpose of our better understanding of how our website is accessed.

## **2. Our use of personal information**

At most times, any information collected will only be non-personally identifying.

If any personal information may, in due course, be collected and provided to us, such personal information will only be used to:

1. Correspond with you about any issues or disputes that may arise from your use of our website;
2. Enforce the indemnities you have given us; and/or
3. Send you any updated information, newsletters, details of new licensees and/or their contact details, all of which may assist you in your further property searches. You can request that we do not provide such updates or information to you by contacting us at [info@propertyfinders.com.au](mailto:info@propertyfinders.com.au)

### **3. Your rights in relation to any personal information we hold**

For any of your personal information that may be collected for the purposes above noted, you may:

1. Request to be provided with the details of any personal information we hold about you;
2. Ask us to update any such information we hold about you;
3. Ask we delete personal information we hold about you (other than for the purposes in 1 and 2 above) and /or
4. Object to our use of any personal information we hold about you (other than for the purposes in 1 and 2 above).

If you wish to exercise any of these rights then please contact us at [info@propertyfinders.com.au](mailto:info@propertyfinders.com.au)

### **4. Geo-Location**

We use geo-location technology to enable us to determine your geographical location upon you accessing our website. This information will be used to assist our ongoing analysis of the effectiveness of our website and the services provided to you, also to consider property trends, for the administering of our website, the tracking of user movement to and on our website, and to gather demographic information. All such data collected is aimed at the ongoing improvement of our website so as to provide to users efficiency and up-to-date services within your geographical property search area and to ensure that as a portal it will then direct you to the appropriate third party and/or licensee website for your further dealings directly with them.

This technology will use any electronic means of location available including, but not limited to, smartphone, browser type, internet service provider, date and time data, referring/exit pages, assisted GPS, and the recording the number of clicks to our website.

This technology does not link to any of your personal information.

Most aspects of our website can be viewed by you without providing your personal information. However if you need to contact us, then certain of your personal information will be requested for, amongst other things, identification purposes. This may require the disclosure of certain of your personal or company details we consider necessary for us to enable us to properly identify you and/or your company.

The only other specific instance where we will require your personal or company information is if we require to enforce your indemnities provided to us, for any breach of the terms and conditions pertaining to your use of our website.

#### **5. Third party privacy policies**

Our Privacy Policy does not apply to any other sites of any third party providers and/or licensees that you access via our website and that you then proceed in engaging their services, particularly those providers that operate externally to Australia.

You must consult the privacy policies of those third-party providers and/or licensees that you deal with to fully satisfy yourself of these policies and how the legislation applies in those external jurisdictions. You must determine how any of these third party providers could use any of your personal information. You must, in these circumstances, review and agree to their privacy policy terms either with direct agreement, or as otherwise they may require, to ensure that no disclosures of your personal details are permitted without your consent, or if you so permit, that such disclosures do not infringe the privacy laws of their jurisdiction.

Should we be in receipt of any such personal information from these third party providers and/or licensees, inadvertently or otherwise, we shall only act on such information if absolutely necessary, and in accordance with our privacy policy.

Property Finder will not be responsible in any way whatsoever for any breaches of any privacy laws of any third party, either within or external to Australia, in any circumstances. You are to correspond direct with the third party provider and/or licensee for any matters or disputes and Property Finders shall not be held liable for any losses that may be sustained by you in any circumstance whatsoever for any breaches by any privacy law by any third party provider and/or licensee.



## Code of Conduct

This Code of Conduct is our statement of the principles and values that is expected of all Third Party providers that you access via our website and that forms part of the license agreement between PropertyFinders.com Pty Ltd (“Property Finders”) and its licensees.

As our on-line business expands, third party providers will become licensees and other providers will directly enter into formal agreement with Property Finders upon wishing to form part of our expanding business.

A list of the current Licensees can be accessed by contacting us at [info@propertyfinders.com.au](mailto:info@propertyfinders.com.au). It is important that, when you deal with any third party you have accessed via our website, you check if they are a registered licensee and so are bound by this Code of Conduct.

Our Code cannot provide a detailed list of every circumstance that may arise. It does however aim to assist you in understanding our working principles for the provision of our services to you.

*Third party providers, and our Licensees, must:*

- i. (If not already clearly displayed on our, or their website) inform you as to whether or not they are a licensee of Property Finders;
- ii. Carry out their duties with honesty, competently, in good faith, and in a manner which upholds the reputation of Property Finders
- iii. Act promptly and efficiently in providing their services to you.
- iv. Not misrepresent in any way their experience for the services to be offered to you.
- v. Provide to you, prior to your engagement of their services, the full terms and conditions of their agreement of services to you, inform you clearly that they are solely responsible for their services provided to you, and to provide to you a copy of their privacy policy and ensure that you have reviewed, understood, and agreed to their policy;

- vi. Agree in writing with you, and clearly disclose to you: (i) their service fees; and (ii) the method of payment sought by them, both prior to providing their services to you. They must provide you (by email) with a signed copy of the agreement you entered into with them, as soon as practically possible.
- vii. Take reasonable steps to maintain and improve their knowledge and skill in the fields in which they have represented to you that they provide services and practice within and inform you of the boundaries of the geographical area in which they practice and can provide competent advice and services to you;
- viii. Inform you if any of your requests cannot be properly answered or responded to if they consider that they do not have a reasonable foundation to their providing a reply or advice or any service to you;
- ix. Complete their work or services for you as has been previously agreed and that they will only conclude their services upon the terms agreed to by you when you entered into agreement with them;
- x. Inform you if they affiliated with any relevant professional body in their jurisdiction and if so, and additional rules and regulations and policies to which they may be bound in the provision of services to you;
- xi. Not disclose any of your personal details / information unless authorised by you or as may be in accordance with their privacy policy;
- xii. Take reasonable steps to identify circumstances that could be construed as a conflict of interest; and
- xiii. If, in the opinion of the third party provider and/or licensee, a conflict of interest arises, they must inform you of the circumstances and discuss these with you to either agree on the continued provision of their services or to mutually end your agreement with them.