

TERMS AND CONDITIONS OF USE

1. GENERAL

- 1.1. www.wategos.com.au is a site operated by Inhouse Media Pty Ltd ACN 070 617 293 (**we, us or our**).
- 1.2. This page (together with documents referred to in it) governs the terms of use under which you may make use of our products, services and website www.wategos.com.au (collectively referred to as the **Site**). The term **you** refers to the person or organisation accessing, using or relying upon the Site.
- 1.3. Please read these terms and conditions of use carefully before you start to use the Site. By using, browsing or accessing the Site, you indicate that you have read, understood and accept these terms and conditions of use, together with our Privacy Policy, and that you agree to abide by them. We encourage you to read these terms and conditions of use (**Terms**) and to contact us by email at admin@wategos.com.au if you have any particular questions in relation to the use of the Site. If you do not agree to these Terms, you may not access or otherwise use the Site and the Services offered on the Site.

2. ACCESSING THE SITE

- 2.1. We will not be liable if for any reason the Site is unavailable (wholly or partly) at any time or for any period.
- 2.2. Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the products, services and the content we provide on the Site without notice. From time to time, we may restrict access to some parts of the Site (wholly or partly).
- 2.3. You are responsible for making all arrangements necessary for you to have access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection or mobile telephone are aware of these Terms, and that they comply with them.
- 2.4. When accessing and using the Site, you must:
 - (a) not attempt to undermine the security or integrity of our computing systems or networks or, where the Site is hosted by a third party, that third party's computing systems and networks;
 - (b) not use, or misuse, the Site in any way which may impair the functionality of the Site, or other systems used in the course of delivering the Site, or impair the ability of any other user to use the Site;
 - (c) not attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which the Site is hosted;
 - (d) not transmit, or input into the Site, any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law; or
 - (e) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Site.

3. WATEGOS.COM.AU PLATFORM

- 3.1. The Site is a platform for accessing information related to Wategos Beach, Byron Bay NSW 2481 Australia, and surrounding regions. The website provides real estate listings for property for lease and for sale, as well as information on news and events in the region.
- 3.2. The Site may contain information and content (**Third Party Content**) posted or published by third party suppliers (**Third Party Providers**). Users of the Site may also upload or publish Third Party Content (including user comments and reviews) on the social media pages linked to our Site (**User Generated Content**).
- 3.3. We do not recommend or endorse any goods, services or Third Party Content appearing on, or via, the Site or any User Generated Content appearing on or via the social media pages linked to the Site. We disclaim all liability and responsibility arising from any reliance placed on such Third Party Content and User Generated Content, and any products and services provided therefrom, by any visitor to the Site (or any of our social media pages), or by anyone who may be informed of any of its contents, and we make no representations or warranties that use of such Third Party Content and User Generated Content will not infringe intellectual property rights of any third parties.
- 3.4. The Third Party Providers, their advertisers and users of the Site (and not us) are responsible for the accuracy of all representations made in any Third Party Content advertised or listed on the Site, or User Generated Content displayed or listed on social media pages linked to the Site. We may, but are under no obligation to, monitor the Third Party Content or User Generated Content. To the extent permitted by applicable law, we do not warrant that the products or service or Third Party Content available or offered on the Site (or User Generated Content displayed or listed on social media pages linked to the Site) are accurate, complete, reliable, current or error-free, nor do we make any warranty about the standard or quality of any of the products, services or Third Party Content offered via the Site (or User Generated Content offered via social media pages linked to the Site). You agree to make your own enquiries to verify information provided and to assess the suitability of products or services before you purchase. If you choose to purchase a product or service advertised or listed by a Third Party Provider or user of the Site on, or via, the Site or on our social media linked pages, you do so at your own risk.
- 3.5. Any opinions, advice, statements, services, offers, or other information, User Generated Content or Third Party Content expressed or made available by a Third Party Provider or member of the public are those of the respective author or distributor (and not us). We reserve the right (but we are under no obligation) to modify or remove any Third Party Content or User Generated Content at any time.

4. REGISTRATION INFORMATION AND PASSWORDS

- 4.1. You do not need to register or log-in to access or view the Site.
- 4.2. You must register an account and log-in to access our services.
- 4.3. Your account will be operated by an email address and password. You may change your password by selecting the 'Forgot Password?' link on the log-in page.
- 4.4. You are solely responsible for the activity conducted on the account. We may request that you provide identification to verify your identity at any time.
- 4.5. You must take reasonable measures to prevent disclosure of your password and not disclose it to a third party. Please notify us immediately if you become aware that your account or password is being used without authorisation or there is any other security breach relating to your account.

- 4.6. You must only create 1 account on the Site and must not impersonate another account holder to use our services.
- 4.7. You should ensure that you keep your registration information current, accurate and complete.
- 4.8. Any personal data or information provided by you is processed by us in accordance with our Privacy Policy. By using the Site and providing any such data or other personal information, you consent to such processing and you warrant that all information provided is true and accurate. You will update this information in order to keep it current, complete and accurate.

5. THE SITE CHANGES

We may, but are under no obligation to, update the Site (wholly or partly) at any time. If the need arises, we may suspend or cease access to the Site. Any of the material provided on, or via the Site, may be out of date at any given time, and we are under no obligation to update it, unless required to do so by law.

6. POLICIES AND GUIDELINES

You shall comply with our policies and guidelines as apply from time to time.

7. THIRD PARTY WEBSITES

- 7.1. The Site or any Third Party Content may link to other websites, services, products or resources on the Internet, and other websites, services, products or resources may contain links to the Site. These websites are not under our control and are not maintained by us. We are not responsible for the content of those websites, resources, products or services, and accept no responsibility for them or for any loss or damage that may arise from your use of them (notwithstanding anything else contained herein). We only provide links to third party websites for your information and convenience.
- 7.2. Links, references or other connections to these websites, resources, products or services do not imply any endorsement of them or any association with their owners, operators or advertising material (as the context permits).
- 7.3. Your linking to or from these sites, or use of, or reliance on, such websites, resources, products or services is at your own risk. You should carefully review the terms and conditions and privacy policies of all off-Site pages and other websites or third party suppliers that you visit or transact with.

8. LINKING TO OUR SITE

- 8.1. You may link to our home page, provided you obtain our prior written consent. You can request our consent by sending us an email at admin@wategos.com.au Any links must not damage our reputation or take advantage of it, and you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.
- 8.2. The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice.

9. INTELLECTUAL PROPERTY

- 9.1. The information, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement,

graphical user interface, look and feel, databases and control features of the Site (**IP Content**) is protected by copyright, trade mark and other intellectual property laws. Without limiting the foregoing, we are the owner or the licensee of all intellectual property rights in the Site and the IP Content, but not the Third Party Content or User Generated Content.

- 9.2. You may print off copies, and download extracts, of any page(s) from the Site for your personal reference and you may draw the attention of others within your organisation to material posted on the Site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any content separately from any accompanying text. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by visitors, users or third parties are those of the respective author or distributor (and not us).
- 9.3. You must not use, copy, modify or reproduce any part of the materials or code on, or contained within, the Site, for commercial purposes without obtaining an express licence to do so from us or our licensors. If you print off, copy or download any part of the Site in breach of these Terms your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1. The IP Content, User Generated Content or Third Party Content displayed on or via the Site, social media linked pages and any other links in relation to the products or services contained therein are provided 'as is' and without any guarantees, conditions or warranties as to their accuracy, completeness, timeliness, reliability, currency or fitness for purpose. It is your sole responsibility to determine that the Site meets your personal needs and is suitable for the purposes for which it is used.
- 10.2. To the extent permitted by law, we, our directors and employees, and third parties connected to us, hereby expressly exclude:
 - (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - (b) any liability to you or any third person however arising (and whether arising under statute, in tort (for negligence or otherwise), breach of contract or otherwise, even if foreseeable) for:
 - (i) personal injury or death to you or any third person;
 - (ii) special, direct, indirect or consequential loss or damage; or
 - (iii) loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss or privacy, loss of goodwill, wasted management or office time and for any other loss or damage of any kind,in any way connected with the Site, the products or services, or in connection with the use, inability to use, or results of the use of the Site, any social medial pages and websites linked to it and any IP Content, User Generated Content and Third Party Content posted on the Site.
- 10.3. Without limitation to the foregoing, we acknowledge that the laws in certain jurisdictions including Australia may imply warranties and conditions or impose obligations on the supply of goods and services through or by means of the Site which cannot be excluded, restricted or modified except to a limited extent. If any such laws apply, then to the fullest extent permitted by the law of the relevant jurisdiction, and in the case of Australia to the extent permitted by the Competition and Consumer Act 2010 (Cth), our liability is limited,

and if any liability remains it will be limited to any one or more of the following in our sole discretion:

- (a) in the case of any products, the replacement or repair of the products, or the supply of equivalent products, or the payment of the cost of repairing or replacing the products or supplying equivalent products; and
- (b) in the case of any services, the supply of the services again or the payment of the cost of having the services supplied again.

10.4. You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Site, products and services and will not make a claim against us for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Site, our social media linked pages products or services.

10.5. Without limitation to the foregoing, you agree that in no event shall our maximum aggregate liability exceed one hundred dollars (AUD\$100.00). You agree to indemnify us, our directors, officers, affiliates, employees, partners and representatives from and against all actions, claims, suits, demands, damages, liabilities or costs (including legal costs) arising from, as a result of, or which is directly or indirectly related to:

- (a) the use of the Site, our social media linked pages or any other products or services accessed via, or associated with, the Site or our social media linked pages;
- (b) a breach of these Terms; or
- (c) an infringement of any rights of another.

11. CUSTOMER SUPPORT

You acknowledge that we have no obligation to provide you with customer support of any kind. However, we may provide you with customer support from time to time, at our sole discretion, provided that you submit your enquiries to support@developmentid.com.au.

12. VIRUSES AND HACKING

12.1. You must not misuse the Site by knowingly introducing viruses, trojans or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site.

12.2. We will not be liable for any loss or damage caused by a virus, system failures or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it. We always recommend all Internet users ensure they have up to date virus checking software installed.

13. SUSPENSION AND TERMINATION

13.1. You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate your access to the Site, products and services, and/or your registration, or suspend or block your access to the Site, products and services.

13.2. Cause for such suspension or termination shall include, but not be limited to:

- (a) breaches or violations of these Terms, our policies and guidelines (including our Privacy Policy) and/or any other agreements entered into between the parties;
- (b) requests by law enforcement or other government agencies;
- (c) discontinuance of the Site (or any part thereof);
- (d) unexpected technical or security issues or problems; or
- (e) your failure make any required payments or fees. Access will only be reinstated if you pay all monies due and owing to us under these Terms (or any other agreement entered into between the parties). You may then have to open a new account as all your data may have been deleted, archived, or lost.

13.3. You agree that all such suspensions or terminations shall be made at our sole discretion and that we shall not be liable to you or any third party for any such suspension or termination.

14. FORCE MAJEURE

We shall not be responsible for any delay, suspension or failure arising out of any circumstances outside of our reasonable control, including but not limited to, acts of God, governmental actions, shipping, postal or other relevant transport strike, failure or accident, lockouts or other labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, and accidents or breakdown of plant, machinery, software, hardware or communication network.

15. NO WAIVER

15.1. If we fail, at any time, to insist upon strict performance of your obligations under these Terms, or if we fail to exercise any of the rights and remedies we are entitled to under these Terms, this will not constitute a waiver of such rights or remedies and it will not relieve you from compliance with your obligations.

15.2. If we waive a default, this does not constitute a waiver of any subsequent defaults.

15.3. No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing.

16. SEVERABILITY

If any court decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms. The rest of these Terms will continue to be valid.

17. ENTIRE AGREEMENT

17.1. These Terms, our Privacy Policy, and any documents referred to in them, constitute the entire agreement between the parties, and supersede all previous discussions, correspondence, negotiations, previous arrangements, understandings or agreements between the parties relating to the subject matter.

- 17.2. We each acknowledge that, in entering into these Terms, neither of us relies on, and subsequently will have any remedies for, any representation or warranty that is not set out in these Terms.

18. GOVERNING LAW

These Terms are governed by the laws of the state of Victoria, Australia and each party submits to the jurisdiction of the courts of the state of Victoria, Australia.

19. VARIATIONS TO THESE TERMS

- 19.1. We reserve the right, in our sole discretion, to change, modify, add or remove any part of these Terms, in whole or in part, at any time. Notification of the changes to these Terms will be posted on the Site and will be effective immediately, unless expressed otherwise.
- 19.2. It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to unsubscribe from the Site. Your continued use of the Site will be deemed as your acceptance thereof.
- 19.3. We may assign or sublicense any of our rights or obligations under these Terms at any time without obtaining your consent.

20. RELATIONSHIP

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by these Terms.

Last updated on: 21 February 2019