

# TERMS OF USE

Please read these terms of use carefully as they apply to your use of the Website available at <https://www.facebook.com/www.mypropertyempire.com.au> and <https://mypropertyempire.com.au> (collectively referred to as “the Website”).

By using the Website you agree that you: (i) are at least 18 years of age and have legal capacity to enter into a binding contract; (ii) have had sufficient opportunity to access and read these Terms Of Use; (iii) have accepted that these Terms Of Use apply to your use of the Website; and (iv) will comply with the Terms Of Use. Mark Devon Shearwood t/as My Property Empire (ABN 83 878 643 977) (“**we, our, or us**”) may amend these Terms Of Use at any time. Your continued use of the Website is deemed to be acceptance of any amendment to these Terms Of Use. If you do not agree with these Terms of Use you must not use the Website.

## 1 Ownership

The Website and all content is owned and operated by Mark Devon Shearwood t/as My Property Empire (ABN 83 878 643 977) (“**My Property Empire**”).

## 2 Website Content

My Property Empire take all reasonable care in the preparation and maintenance of information on the Website including all details and any prices and service descriptions displayed on it are correct at that time. Whilst this is so, we do not warrant or guarantee that the information provided is accurate, up-to-date, reliable or complete. It is your responsibility to ensure that the material or information you seek to rely on is accurate, up-to-date, reliable and complete by contacting us directly or making your own independent enquiries. My Property Empire, to the extent permitted by law, denies all liability for any loss, directly or indirectly, arising from your use and/or reliance on the Website and its content.

My Property Empire does not guarantee or warrant that the Website is free from viruses which may damage your computer or any data on your computer.

## 3 Collection Notice

We collect personal information about you in order to provide services, respond to enquiries, perform marketing and promotion activities, and for purposes otherwise set out in our Privacy Policy. We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us using the contact details specified in our Privacy Policy.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in our Privacy Policy and these Terms of Use.

#### **4 Intellectual property**

The design and content of the Website including logos, brand names, data, text, photographs, images, graphics, software, interfaces and other material is owned, controlled by or licensed to My Property Empire and is protected by copyright, trademarks and intellectual property laws of Australia (“**Content**”).

Your use of the Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to the Content. However we do grant you a licence on the terms and conditions set out in this Terms of Use and, where applicable, as expressly authorised by us and/or our third party licensors.

You are permitted to view the Content of the Website for your own personal use but you are not permitted to use the Website, or content of it, for any other purpose without our written consent.

We reserve the right to deny any person permission to link to the Website.

If you wish to reproduce any content (including Content) published or otherwise accessible via the Website, you must make a written request for and obtain our written permission before doing so. If we grant our permission, you must give appropriate attribution to the author, firm and date of first publication. Please direct all requests to [admin@mypropertyempire.com.au](mailto:admin@mypropertyempire.com.au).

All other use, copying or reproduction of the whole or any part of the Content it is prohibited, except to the extent permitted by law.

#### **5 Limitation of Liability**

We make no warranties or representations about the Website or any of its content or any advice conveyed through the Website. We are not responsible to you or anyone else for any direct or consequential loss suffered in connection with the use of the Website, its content or advice conveyed through the Website. To the extent permitted by law, we exclude all liability for any loss or damage of any kind, including special, indirect, consequential loss, damages, liabilities, claims, expenses, loss of data or loss of business profits arising from, or relating to, use of the Website, the content contained thereon and advice conveyed through the Website, however caused, whether in contract or tort including negligence.

Where the law implies a warranty into these Terms of Use which cannot lawfully be excluded then our liability for breach of the warranty will, at our sole discretion, be limited to the supply, repair or replacement of the goods or supplying the services again or paying the cost of having the services supplied again.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of the Website. You must take your own precautions to protect your devices and computer systems from viruses or anything else (such as worms or Trojan horses) that may interfere with or damage those devices and computer systems.

This clause survives termination of these Terms of Use.

## **6 Third Party Websites**

The Website may contain links to other websites which are operated and controlled by third parties. My Property Empire is not responsible for the content on third party websites and does not endorse, control or approve such content on those websites.

Should you choose to visit any third party website you do so at your own risk and you are solely responsible for making your own enquiries before relying upon the content of that website.

To the extent permitted by law, My Property Empire does not provide any warranty for the third party website regarding the quality or accuracy of the content on that website or that it does not infringe the intellectual property rights of any person.

## **7 Implied terms**

To the fullest extent permitted by law, any condition or warranty which would otherwise be implied in these Terms of Use is hereby excluded.

Where a condition or warranty is implied into these Terms of Use by legislation, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty the condition or warranty shall be deemed to be included. However, our liability for any breach of such condition or warranty shall be limited to the advertised price of the re-supply of our services or the product (as applicable).

## **8 Cookies**

Cookies may be used in some areas of the Website. A cookie is a small file placed on your hard drive with the information that the cookie obtains being set by the Website. Generally, cookies save time and make the browsing experience more efficient and enjoyable. For example, a cookie can store information for future visits to the Website.

If you are concerned about cookies you can refuse a cookie and still navigate the Website.

## **9 Copyright, trademarks and ownership of rights**

The copyright, trademarks and other intellectual property rights contained within the Website, business, services and branding are owned by or licenced to My Property Empire and are protected by Australian and International law. Unless prior written permission from My Property Empire has been obtained, the use or misuse of any copyright, trademarks or intellectual property is forbidden.

Intellectual Property includes but is not limited to:

- All present and future rights to intellectual property including inventions and improvements, trademarks (whether registered or common law trademarks), patents, designs, copyright, imagery, any corresponding property rights under the laws of any jurisdiction;
- All rights in respect of an invention, discovery, trade secret, secret process, know-how, concept, idea, information, process, data, formula or work product; and
- All services and programs developed in whole, or in part, by My Property Empire.

## **10 Amendments**

These Terms of Use may be amended from time to time and My Property Empire reserves the right to amend these Terms of Use at their sole discretion without prior notice and without incurring liability to you. Your use of the website following any such amendments will be deemed to be confirmation that you accept those amendments. My Property Empire recommends that you check these Terms of Use prior to each use of the website.

## **11 Applicable Law**

These Terms of Use are governed and interpreted in accordance with the laws of New South Wales. In the event of a dispute arising from these Terms of Use you agree to submit to the exclusive jurisdiction of the courts of New South Wales.

## **12 Severance**

If a provision of these Terms of Use is found to be invalid or unenforceable by a court of law, that clause will be severed from these Terms of Use and such invalidity or unenforceability will not affect the rest of the Terms of Use which continue in full force and effect.