

WEBSITE TERMS OF ACCESS AND USE



A M B E R

PART 1: INTRODUCTION

This website located at amberbentleigh.com.au ("Website") is owned and operated by Mavho Property Group Pty Ltd (ACN 601 828 406) ("Mavho") on the World Wide Web ("WWW").

The material on the Website is copyright © 2016 Mavho Property Group Pty Ltd (ACN 601 828 406) and/or other copyright owners.

The Terms of Access and Use ("Terms") set out below/on this linked page govern your access to and use of the Website and form a binding contractual agreement between you, the user of the Website and us, Mavho.

The Website is available for you to access and use subject to your acceptance without alteration of the Terms. By continuing to access the Website you are agreeing to the Terms.

For that reason, the Terms are important and you should ensure that you read them carefully and contact us with any questions before you access or use the Website. You can contact us [here](http://www.amberbentleigh.com.au/contact). (www.amberbentleigh.com.au/contact).

By accessing and/or using the Website, you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not access or use the Website.

The Website contains an online gallery where you may view the images (including actual images and projected/sample images or artist's impressions which are indicative only) of our projects and/or apartments (collectively referred to as "Images") in strict accordance with the Terms.

PART 2: TERMS OF ACCESS AND USE

1. Access to Website and Images

You may not use the Website or the material contained in it including but not limited to the Images, for any purpose including but not limited to:

- (a) the reproduction of the Images in any material form;
- (b) the distribution of the Images in any material form;
- (c) re-transmission of the Images by any medium of communication; or
- (d) uploading and/or reposting the Images to any other site on the WWW.

The above uses are unlawful in any jurisdiction and are specifically prohibited by these Terms.

2. Intellectual Property Rights

- 2.1 Mavho reserves all intellectual property rights, including but not limited to copyright in all material contained on the Website, including the Images.
- 2.2 Nothing in these Terms constitutes a transfer of any intellectual property rights.
- 2.3 You:
 - (a) acknowledge and agree that Mavho owns all intellectual property rights in the Images; and
 - (b) will not directly or indirectly do anything that would or might invalidate or put in dispute Mavho's title in the Images.



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3. LINKS TO OTHER WEBSITES

If the Website contains links to other websites on the WWW owned and operated by third parties and which are not under the control of Mavho ("Linked Site"), Mavho:

- (a) provides the links to other Linked Sites as a convenience to you and the existence of a link to other Linked Sites does not imply any endorsement by Mavho of the Linked Site; and
- (b) is not responsible for the material contained on those Linked Sites.

4. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

4.1 To the full extent permitted by law, Mavho disclaims any and all warranties, express or implied, regarding the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any Linked Sites including but not limited to the Images, prices, drawings, floor plans, dimensions, layout, design features, materials and fittings, views, areas or artist's impressions.

4.2 Mavho will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law which are the consequence of you:

- (i) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the Linked Sites; and
- (ii) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any Linked Sites.

4.3 Mavho does not warrant, guarantee or make any representation that:

- (a) the Website, or the server that makes the site available on the WWW are free of software viruses;
- (b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
- (c) errors and defects in the Website will be corrected.

4.4 Mavho is not liable to you for:

- (a) errors or omissions in the Website, or linked sites on the WWW; or
- (b) delays to, interruptions of or cessation of the services provided in the Website, or Linked Sites; and

whether caused through negligence of Mavho, its employees or independent contractors, or through any other cause.

4.5 You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.



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5. LIMITATION OF LIABILITY

Clause 4 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law Mavho's liability for any implied warranty or condition is limited, at the choice of Mavho, to one or more of the following:

- (a) if the breach of an implied warranty or condition relates to services, the supply of the services again or the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty or condition relates to goods, the replacement of the goods or the supply of equivalent goods.

6. USE OF INFORMATION GATHERED

Mavho may gather and process the information:

- (a) which you may provide when registering your interest in an project or an apartment, such as your name, address, e-mail address and phone number accordance with [Mavho's Privacy Policy](http://www.amberbentleigh.com.au/privacy_policy) (www.amberbentleigh.com.au/privacy_policy); and
- (b) regarding the way in which you use the Website including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Website.

7. TERMINATION OF ACCESS

Mavho may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and Mavho has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

8. ALTERATION OF TERMS

Mavho reserves the right to change these Terms:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

9. RELEVANT JURISDICTION

- 9.1 If any part of these Terms is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.
- 9.2 These Terms will be governed by and interpreted in accordance with the law of the State of Victoria, without giving effect to any principles of conflicts of laws.
- 9.3 You agree to the jurisdiction of the courts of the State of Victoria to determine any dispute arising out of these Terms.