

GUIDELINE AND TERMS AND CONDITIONS OF ACCESS TO THE HOUSEBROKER WEBSITE

This is a web site operated and owned by Australian House Brokers ABN 957 580 367 48 (herein referred to as Housebroker) under the domain name www.housebroker.com.au ("Web Site"). By creating and placing an advertisement online or otherwise using the information available through this site, you are agreeing to the terms and conditions contained herein in addition to any other requirements or provisions set forth in any other contract or agreement between you and Housebroker. When you become a user or purchase a service through Housebroker you are allocated a password and username, which is also emailed to you at the email address you have specified. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Housebroker of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Housebroker cannot and will not be liable for any loss or damage arising from your failure to comply. You are solely responsible for content and the use of your member account.

DEFINITIONS

Unless the context otherwise requires:

"linked sites" means all websites or selected pages of those websites that are not the site;

"site": means the Housebroker website located at www.housebroker.com.au and all content contained in that site;

"services" means search engine and associated services, functions and features designed to search, sort and list real estate and provide a forum to upload advertisements;

"real estate agent" means any person or entity who/which acts on behalf of buyers or sellers of real estate;

"terms" means these website terms of use, as amended from time to time;

"advertisers" means any entity which pays to utilize Housebrokers services;

"visitors" means all persons who:

- enter the site;
- view the site's content; and/or
- use any services provided by the site as the case may be.
- Housebroker
- advertisers

By creating an Online Advertisement you agree with the following conditions:

You will not post any material that is, defamatory or unlawful, or that violates or infringes any trademark, copyright or similar rights of others.

All information, data, text, graphics, images are the sole responsibility of the person from which such content originated. This means that you, and not Housebroker, are entirely responsible for all content that you up-load, email or otherwise transmit via this web site.

Housebroker does not control the content posted, and therefore cannot guarantee the accuracy, integrity or quality of any content.

You will not up-load, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

You will not up-load, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

You will not up-load, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

You will not up-load, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

You will not up-load, email or otherwise transmit any content that you do not have a right to

transmit under any law;

- _ You will not intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations governing Internet use.
- _ Housebroker can in its absolute discretion edit or remove advertisements it determines are inappropriate and can edit and delete images that fail to comply with our conditions.
- _ You agree that you have read and accepted these term and conditions.
- _ These terms constitute the entire agreement between visitors and Housebroker with respect to the site and the services and these terms supersede and replace any prior or contemporaneous understandings or agreements (written or oral) regarding the site and the services.

Payment Options

- _ All Payments are made in Australian Dollars (AUD) and are inclusive of GST. A tax invoice will be provided to all members who purchase a service or sign with Housebroker.
- _ Usage of the Web Site is subject to payment of fees stipulated by Housebroker for the Web Site
- _ Housebroker reserves the right to alter the fees from time to time such alterations to become operative from the date declared or in the case of existing users upon expiry of their current period of advertising.
- _ Notification of changes to fees will be given to you by electronic notice and will also appear on the Housebroker website.
- _ Housebroker accept a variety of payment options when selecting from our services, we accept direct deposit and credit cards through a Real Time Payment Gateway. Cards currently accepted include VISA, MASTERCARD and BANKCARD.
- _ Housebroker does not collect any credit card details on any of the transactions made on this website. All credit card information is held by The National Australia Bank. Housebroker only receives notification from The National Australia Bank whether the credit card transaction has been approved or declined.

Refund Policy

Housebroker will not provide a refund when:

- _ The listing becomes active following payment, this includes providing your property details to registered user who have requested property alerts. Therefore our service has been provided.
- _ All details of how your property will be represented have been demonstrated to you before any payment has been made.

Should you wish to discontinue with the service you can withdraw your property.

Signs

Signs will be exchanged where the following occurs:

- _ They are damaged during delivery to the members requested address;
- _ The sign has been incorrectly printed by Housebroker or one of it's contractors.

Copyright

All content included on this site, such as text, graphics, logos, information or software, and any compilation (arrangement or assembly) or use thereof, is the property of Housebroker or its subsidiaries, affiliates, associates and is protected by applicable copyright laws. Except as expressly authorized, any use, including the reproduction, modification, distribution, transmission, republication, display or performance of the content on this site is strictly prohibited.

Privacy

To prevent unauthorized access, maintain information and data security, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and

managerial procedures to protect the information we collect through electronic transmission. Further, upon your written request, Housebroker will correct any information you have provided. You can write to us anytime and we will call you if required. Please also see our **Privacy Statement** located on the web site. We will also mail you a copy upon request.

Security Information

The Housebroker website's contains links to third parties who are not affiliated with Housebroker. Housebroker disclaims any responsibility for the content and security on these sites. Housebroker also provides no warranties as to the availability of the sites, or the products or services which they provide. Users can and will be banned from further participation on this site if they engage in activities deemed inappropriate by Housebroker. To notify Housebroker of behaviour and actions that you feel may be inappropriate, please email housebroker@live.com.au 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.

Termination of access

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

Governing Law

The Web Site and the terms of use for the Web site shall be governed by and construed in accordance with the laws of the State of Victoria. The visitors submit to the non-exclusive jurisdiction of the courts and tribunals of the governing law jurisdiction. Nothing in this clause is intended to oust the laws of the Commonwealth of Australia and the jurisdiction of the Federal Court of Australia.

Use Of the Site Generally

1. Visitors are given a non-exclusive license to use the site in order to utilise the services.
 - 1.1. In particular, visitors may use the site for the following purposes:
 - 1.1.1. to use the search engine services of the site to gain access to information relating to real estate that is advertised for sale; and
 - 1.1.2. to list real estate for sale in accordance with these terms and conditions.
2. Visitors may not use the site for any other purposes unless they have the prior written consent of Housebroker.
 - 2.1. No visitor may use the site for:
 - 2.1.1. promoting any goods or services of that visitor or any other third party;
 - 2.1.2. modifying, copying, distributing, transmitting, displaying, reformatting, redisplaying, performing, reproducing, publishing, licensing, creating derivative works from, transferring, or selling of any information, products, or software obtained from or in connection with the services in any way; or
 - 2.1.3. increasing traffic to any other website.
 - 2.2. Access to and use of the site is subject to all applicable international, federal, commonwealth, state and/or territory and local laws and regulations.
 - 2.3. Visitors must not:
 - 2.3.1. use the site for any purpose that is unlawful;

- 2.3.2. use the site in any way that has the effect of undermining the integrity of the site, the services, the method by which Housebroker provides the services or any other persons use and enjoyment of any of these;
- 2.3.3. obtain or attempt to obtain any information or materials contained in the site through any means not intentionally made available through the site;
- 2.3.4. use, deploy or facilitate the use or deployment of any program, system, means, method, or device for any purpose that:
 - 2.3.4.1. places an unreasonable, unnecessary or excessive demand or load on the site, its hardware or connections; or
 - 2.3.4.2. prohibits, denies or delays access to the site by others;
- 2.3.5. post, publish or otherwise transmit through or in connection with the site any material which:
 - 2.3.5.1. infringes in any way upon the rights of others;
 - 2.3.5.2. is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable;
 - 2.3.5.3. encourages conduct that would constitute or incite a criminal offence, give rise to civil liability or otherwise contravene any law; or
 - 2.3.5.4. creates or attempts to create any liability of Housebroker;
- or
- 2.3.6. gain or attempt to gain unauthorised access to the site or any accounts, computer systems or networks of Housebroker or any of its associates, through:
 - 2.3.6.1. hacking;
 - 2.3.6.2. password mining;
 - 2.3.6.3. robots;
 - 2.3.6.4. spiders;
 - 2.3.6.5. scrapers; or
 - 2.3.6.6. any other means.

2.4. Housebroker may pursue all its legal and equitable rights arising from any form of unauthorised access or use of the site including (without limitation) seeking civil remedies and equitable relief to the fullest extent possible and referral of matters to appropriate law enforcement authorities and agencies.

Listing On The Site

3. Any visitors seeking to advertise real estate for sale on the site must comply with Housebrokers requirements in relation to this.

3.1. The requirements may include (without limitation);

- 3.1.1. providing information relating to the visitor; and
- 3.1.2. providing information relating to the relevant real estate.

3.2. If the requirements referred to in clause 3.1 have been met, then Housebroker may display the information provided by the visitor on the site.

3.3. However, Housebroker may, in its absolute discretion and at any time:

- 3.3.1. refuse to display;
- 3.3.2. display;
- 3.3.3. modify, sort, order or arrange any information provided to it from a visitor referred to in clause 3 as Housebroker determines appropriate.

3.4. Without limiting clause 3, Housebroker may, when presenting information on the site, distinguish between and prioritise real estate offered for sale privately and real estate offered for sale by a real estate agent.

3.5. Housebroker may, as a condition of allowing information to be displayed on the site, require a visitor to provide it with further information about the visitor or the real

estate from time to time.

3.6. In order to increase coverage for visitors, Housebroker will use reasonable endeavours to display any information provided to Housebroker by visitors on other complementary or similar purpose websites (such as other real estate listing or exchange websites), which Housebroker has permission to display on. This only applies to the extent that Housebroker has permission from the owners of the relevant other websites to use their website.

Links

4. Housebroker may display on the site as part of the services iconic, graphic or textual links to linked sites through any means including (without limitation) deep-linking or framing.

4.1. Housebroker does not control or have any discretion to create, change or update the content of any linked sites.

4.2. Housebroker does not endorse, authorise or sponsor any linked site or any information contained in it. Also, the owners of any linked site or third party advertisers may not endorse, authorise or sponsor Housebroker, the site or any of its content.

4.3. Access to, use of and transactions entered into on any linked site are subject to the terms and conditions of use for the relevant linked site.

4.4. Visitors must not use any caching, unauthorised hypertext links, deep-links or framing to any of the content or specific pages of the site (other than its home page) without the prior written consent of Housebroker.

4.5. Housebroker reserves the right to disable any unauthorised links or frames.

Advertising

5. Housebroker may display on the site advertising from third parties.

5.1. Housebroker does not recommend or endorse the content of any third party advertising on the site.

5.2. Third party advertising on the site may contain links to the website of the advertiser.

5.3. Housebroker does not control or have any discretion to create, change or update the content of any third party advertisers site.

5.4. Access to, use of and transactions entered into on any third party advertisers site are subject to the terms and conditions of use for the relevant site.

Intellectual Property

6. All text, software, images, icons, trading names, logos, designs, trade marks, original content and other information presented on the site (even if this information is presented on other websites under clause 3.6) is or may be protected under relevant international, federal and commonwealth laws and regulations and either owned by or licensed to Housebroker.

6.1. Housebroker owns copyright in all the original content of the site as well copyright in any selection, coordination, arrangement, enhancement, modification or updating of this content (even if this information is presented on other websites under clause 3.6).

6.2. Except as otherwise expressly permitted by law, any copying, redistributing, retransmitting, publishing or commercial exploitation of any material downloaded from the site is strictly prohibited without the prior written consent of Housebroker.

6.3. Visitors who have obtained Housebroker's prior written consent to copy, redistribute or publish any copyrighted material may not delete any author attribution, trade mark legend or copyright notice.

6.4. Visitors do not acquire any ownership rights in any of the content of the site by downloading material from the site.

6.5. All copyright and other intellectual property rights in any information supplied to Housebroker by visitors for use on the site will automatically belong entirely to Housebroker and Housebroker will have the unrestricted right to deal with that information however it wishes without any challenge or interference from the visitor.

Disclaimer And Indemnity

7. All visitors use the site and the services entirely at their own risk.

7.1. To the extent permitted by law, Housebroker does not make any warranties of any kind in relation to the site.

7.2. Without limiting clause 7.1, Housebroker makes no warranties regarding:

7.2.1. the accuracy, content, completeness, legality, reliability, operability, availability, currency, presentation, ordering, deletion, failure to store, failure to update, misdelivery, or untimely delivery in relation to any information or material contained in:

7.2.1.1. the site or any other website referred to in clause 3.6;

7.2.1.2. any linked site; and

7.2.1.3. any third party advertisers site;

7.2.2. the risk of virus or security risk from using the site;

7.2.3. whether visitors will be able to use the site without interruption or error;

7.2.4. whether Housebroker, the site or any of its contents are endorsed, authorised or sponsored by the owners of any linked site or third party advertisers.

Limitation of Liability

8. The disclaimer in clause 7 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 Housebrokers liability for any implied warranty or condition is limited, at the choice of Housebroker, to one or more of the following:

8.1. If the breach of an implied warranty or condition relates to services:

8.1.1. the supply of the services again; or

8.1.2. the payment of the cost of having the services supplied again.

8.2. If the breach of an implied warranty or condition relates to goods:

8.2.1. the replacement of the goods or the supply of equivalent goods;

8.2.2. the repair of such goods;

8.2.3. the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

Indemnity

9. All visitors irrevocably release Housebroker from and waive any claim, right, remedy, action, cause of action, loss, damage, expense or liability which they have or may have against Housebroker; and indemnify Housebroker and hold it harmless from and against any

claim, right, remedy, action, cause of action, loss, expense or liability incurred, suffered by involving those visitors in connection with any matter referred to in clause 7.2 or the fact that information may be presented on other websites under clause 3.6.

Transmission of Personal Information

10. Visitors agree to be bound by Housebroker's privacy policy.

10.1. Without limiting clause 10, visitors consent to Housebroker collecting, using and disclosing personal information about them in accordance with Housebroker's privacy policy.

10.2. All visitors agree that Housebroker is not responsible for any information provided by visitors to linked sites and third party advertisers sites.

10.3. These terms constitute the entire agreement between visitors and Housebroker with respect to the site and the services and these terms supersede and replace any prior or contemporaneous understandings or agreements (written or oral) regarding the site and the services.