

# NRT GROUP WEBSITE TERMS OF USE

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## AGREEMENT TO TERMS

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In these Terms of Use, 'us', 'we' and 'our' means NRT CSW Pty Ltd and our related bodies corporate.

The information provided on the Site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, we own or license from third parties all rights, title and interest in the Site and all material, source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics, trade marks, and designs on the Site and all intellectual property rights therein (collectively, the “**Content**”).

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The Content is provided on the Site “as is” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us at [NRTgroup@nrt.com.au](mailto:NRTgroup@nrt.com.au).

By submitting any feedback, suggestions or other content to us via [NRTgroup@nrt.com.au](mailto:NRTgroup@nrt.com.au) (“**Feedback**”), you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such Feedback without compensation to you. We are under no obligation to review or implement any Feedback provided by you.

## PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available.

As a user of the Site, you must not:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory.
2. Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means (including screen scraping) for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content.
4. Engage in unauthorised framing of or linking to the Site.
5. Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
6. Make improper use of our support services or submit false reports of abuse or misconduct.
7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction or transmission tools.
8. Use the Site or any Content for the purposes of training any artificial intelligence tools or systems.
9. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
10. Use any information obtained from the Site in order to harass, abuse, or harm another person.
11. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

12. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
13. Delete the copyright or other proprietary rights notice from any Content.
14. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other harmful material, or take any action that would interfere with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
15. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
16. Use the Site in a manner inconsistent with any applicable laws or regulations.

## **THIRD-PARTY WEBSITES AND CONTENT**

The Site may contain links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**").

Such Third-Party Websites and Third-Party Content are provided for convenience and are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

We do not endorse and are not responsible for Third-Party Websites or Third-Party Content. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any

applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to:

- (1) Monitor the Site for violations of these Terms of Use.
- (2) Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities.
- (3) Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy (available [here](#)).

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. We may terminate your access to the Site and any Content or feature of the Site at any time without notice for breach of these Terms of Use. We will not be responsible for any loss that may arise as a result.

## **MODIFICATIONS, CORRECTIONS, SUSPENSIONS AND INTERRUPTIONS**

We may change, revise, update, modify, correct, suspend, discontinue or remove all or part of the Site and any Contents at any time. We do not undertake to keep the Site updated.

We will not be liable to you or any third party for any change, revision, modification, correction, suspension, discontinuance, downtime or removal of the Site, or if there are errors on the Site or if information is not up-to-date.

We cannot guarantee that the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.

## **DISCLAIMER**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no representations or warranties, express or implied, in connection with the Site and your use thereof. To the maximum extent permitted by law, including the Australian Consumer Law, we assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of Content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Site, (3) any unauthorised access to or use of our secure servers and/or any and all personal

information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the Site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any Content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Site.

## **LIMITATIONS OF LIABILITY**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event will we be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages (irrespective of the manner in which it occurs) arising from your use of the Site and/or the information or materials contained on it, even if we have been advised of the possibility of such damages.

## **SEVERABILITY**

These Terms of Use operate to the fullest extent permissible by law. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.