

Cohen Handler

Website Terms of Use

Welcome to the Cohen Handler website at www.cohenhandler.com.au (the **Website**).

Please read this document carefully. It governs Your commercial relationship with Us and sets out legally binding provisions which regulate Your use of Our website.

To assist You, We have prepared summaries of Our Terms of Use. Our summaries are in the right hand column below. The summaries are not a substitute for reading the operative provisions of Our Terms of Use (i.e those in the left hand column below). The operative provisions of Our Terms of Use are legally binding. Our summaries are not legally binding, and do not limit the scope, operation, and specifically is not to be used as mechanism for resolving any ambiguity (should they arise) of the operative provisions.

Please see the Dictionary at clause 14 of these Terms of Use for definitions and interpretation provisions that apply to these Terms of Use.

<u>Operative Provisions</u>	<u>Summary</u>
<p>1. Acceptance and modification of these Terms of Use</p> <p>1.1. You may only access, browse and use our Website if You accept these Terms of Use. By accessing, browsing and/or using Our website, You will be deemed to have confirmed that you have read and understand, and wholly and unconditionally agree to be legally bound by, and accept, these Terms of Use and any information linked to from these Terms of Use (including any Privacy Policy).</p> <p>1.2. We may modify and/or replace these Terms of Use and any information linked to from these Terms of Use (including our Privacy Policy) from time to time without notice.</p> <p>1.3. We will always upload the latest version of these Terms of Use to this webpage.</p> <p>1.4. If You do not wish to accept these Terms of Use, You must not and cannot use the Website or any part of it.</p>	<p>By using Our website, You agree to Our Terms of Use.</p> <p>We may change Our Terms of Use at any time.</p>
<p>2. Accuracy of content</p> <p>2.1. We do not represent that the information on this Website, including images and descriptions of property, is accurate, correct, up-to-date or error free.</p> <p>2.2. We may not have not checked floor area, property size, property descriptions and other information published on the Website about any property.</p>	<p>The content on the website may be inaccurate.</p>

<p>2.3. Prior to making any decision about any property advertised on the Website, you must independently verify any information about the property that you intend to rely on.</p>	
<p>3. Website availability and restrictions</p> <p>3.1. We do not represent that the Website will be available on an uninterrupted or error-free basis. We may need to take down the Website from time to time.</p> <p>3.2. You agree and acknowledge that the accessibility and use of the Website is highly dependent on the proper function of the Internet and any other computer and telecommunications networks and infrastructure upon which the Website operates, interfaces with or connects to, and that We are not responsible for any non-performance of the Website associated with any of those matters.</p> <p>3.3. You may not make any use of the Website except as permitted by these Terms of Use and may not do or authorise the commission of any act that would or might invalidate or be inconsistent with Our Intellectual Property Rights in the Website. Without limiting the foregoing provisions, You must not, under any circumstances, sell or resell access to the Website or scrape, republish, mirror or otherwise rent, lend, lease, sell, redistribute, sublicense, copy or duplicate the Website or any content You obtain via the Website. In addition, You must not, nor may You permit any person to:</p> <ul style="list-style-type: none"> (a) copy, alter, modify, adapt, reproduce, republish, frame, translate, reverse assemble, reverse engineer, reverse compile, transfer, sell, license, create derivative works from or enhance the Website and/or any content in the Website (except as expressly permitted by the <i>Copyright Act 1968</i> (Cth)); (b) do any act that would or might invalidate or be inconsistent with Our Intellectual Property Rights or those of Our licensors; (c) use the Website in any way that infringes Our rights or the rights of any third party; (d) use the Website to create any product or service that competes with the Website; or (e) take any steps to circumvent any technological protection measure or security measures in the Website. <p>3.4. You must not use the Website or any part of the Website in any way which is in breach of any statute, regulation, law or legal right of any person.</p> <p>3.5. You must not use the Website or any part of the Website in breach of these Terms of Use.</p>	<p>We own the website and all IP in the website. You cannot infringe our IP rights. You must comply with all applicable laws.</p>
<p>4. Acceptable Use Policy</p> <p>4.1. You agree that:</p> <ul style="list-style-type: none"> (a) using the Website to violate all or any legal rights of any person or company or other entity in any jurisdiction is strictly prohibited by these Terms of Use; (b) using the Website in relation to crimes such as theft and fraud is strictly prohibited by these Terms of Use; (c) using the Website in breach of laws relating to the protection of copyright, trade secrets, patents or other intellectual property and laws relating to spam or privacy and whether such violation is by way of the installation or distribution of "pirated" software or otherwise, is strictly prohibited by these Terms of Use; 	<p>You cannot use the website for any illegal purpose or to violate any person's legal rights.</p>

- (d) introduction of malicious programs into Our network or servers (e.g., viruses, worms, Trojan horses, e-mail bombs) is strictly prohibited by these Terms of Use;
- (e) using the Website to make fraudulent offers of goods or services is strictly prohibited by these Terms of Use;
- (f) using the Website to carry out security breaches or disruptions of network communication is strictly prohibited by these Terms of Use. Security breaches include accessing data of which You are not an intended recipient or logging into a server or account that You are not expressly authorized to access or corrupting any data. For the purposes of this paragraph, "security breaches" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;
- (g) using the Website to execute any form of network monitoring which will intercept data not intended for You is strictly prohibited by these Terms of Use;
- (h) using the Website to circumvent user authentication or security of any of Our hosts, networks or accounts or those of Our customers or suppliers is strictly prohibited by these Terms of Use;
- (i) using the Website to interfere with or deny service to anyone is strictly prohibited by these Terms of Use;
- (j) using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, any person's use of the Website is strictly prohibited by these Terms of Use;
- (k) sending unsolicited email messages through or to users of the Website in breach of the *Spam Act 2003* is strictly prohibited by these Terms of Use;
- (l) using the Website to send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages is strictly prohibited by these Terms of Use; and
- (m) use of the Website in breach of any person's privacy (such as by way of identity theft or "phishing") is strictly prohibited by these Terms of Use.

5. Intellectual Property Rights

- 5.1.** You agree and acknowledge that these Terms of Use do not transfer or assign any Intellectual Property Rights to You.
- 5.2.** As between You and Us, We own all Intellectual Property Rights in the Website.
- 5.3.** You have no rights in the Website or in any part of it or in any modification or enhancement thereof, other than the rights temporarily granted to You pursuant to these Terms of Use.
- 5.4.** You agree that any Intellectual Property Rights in any comments that You may provide to Us in connection with the Website or requests for new Website features (each, an "Improvement Suggestion") becomes Our sole and exclusive property immediately upon You uploading or posting that Improvement Suggestion to the Website or otherwise providing the Improvement Suggestion to Us, and You hereby assign all Intellectual Property Rights in all and any such Improvement Suggestions to Us effective as soon as You provide each Improvement Suggestion to Us or upload or post an Improvement Suggestion to the Website. The assignment pursuant to this clause includes an assignment of future copyright pursuant to section 197 of the *Copyright Act 1968* (Cth) and in equity.
- 5.5.** You irrevocably consent to the infringement by Us and any third party We authorise, of all Moral Rights that You may have in any Improvement Suggestions.

We own the website and all IP in the website. We also own all improvement suggestions that you make regarding the website.

<p>5.6. You must not take any step to invalidate or prejudice Our (or Our licensors') Intellectual Property Rights in the Website or otherwise.</p>	
<p>6. Responsibility for other users</p> <p>6.1. We do not accept responsibility for the conduct of any users of Our Website.</p> <p>6.2. If You believe that another user of Our Website has breached these Terms of Use please contact Us.</p> <p>6.3. We are not a party to any transaction for the supply of goods or services advertised by any user of the Website. Before entering into any transaction with any other user of the Website, You should carefully consider the applicable terms and conditions applicable to the transaction, obtain all appropriate advice and take all appropriate precautions.</p>	<p>We cannot be held responsible for the conduct of website users.</p>
<p>7. Responsibility for third party claims</p> <p>7.1. You agree and acknowledge that You are solely responsible for and You indemnify Us in respect of any loss and damage We may incur in connection with any claims and/or complaints made by any third party where the claim is caused directly or indirectly by:</p> <p>(a) Your use of the Website; and/or</p> <p>(b) Your goods and/or services and/or your advertising and/or sales and/or marketing practices.</p>	<p>We are not responsible for any claims made by third parties.</p>
<p>8. Hyperlinks</p> <p>8.1. We do not represent, recommend or endorse any websites to which We have linked from the Website via hyperlink or otherwise.</p>	<p>We are not responsible for third party sites.</p>
<p>9. Liability</p> <p>9.1. Except in respect of any Non-Excludable Guarantees, We do not represent that the information on this Website, including images and descriptions of property, is accurate, correct, up-to-date or error free.</p> <p>9.2. The information on the Website is not professional advice. You agree that You will seek all appropriate financial, legal and other advice as applicable before relying on any information You obtain from the Website.</p> <p>9.3. To the extent possible by law, We are not liable to You for any indirect, special or consequential loss or damage incurred by You, including liability for loss of profits, loss of business opportunity, loss of savings, or loss of data.</p> <p>9.4. To the extent that Our liability is not otherwise excluded by these Terms of Use, subject to any Non-Excludable Guarantees, Our liability to You is limited to \$200.</p>	<p>Our liability is limited.</p>

<p>10. Warranties – Australian Consumer Law</p> <p>10.1. Any goods and services supplied by Us through the Website may come with implied non-excludable guarantees which are regulated by the Australian Consumer Law. The extent of the implied guarantees depends on whether You are a 'consumer' of goods or services within the meaning of that term pursuant to the Australian Consumer Law as amended.</p> <p>10.2. If any goods or services supplied by Us to You are supplied to You in Your capacity as a 'consumer' of goods or services within the meaning of that term in the Australian Consumer Law as amended You will have the benefit of certain non-excludable guarantees in respect of those goods or services and nothing in these terms and conditions excludes or restricts or modifies any guarantee which pursuant to the <i>Competition and Consumer Act 2010 (Cth)</i> is so conferred. However, if the goods or services are subject to a non-excludable guarantee implied by the Australian Consumer Law and the goods or services are not ordinarily acquired for personal, domestic or household use or consumption, then pursuant to section 64A of the Australian Consumer Law, We limit Our liability for breach of any such non-excludable guarantee implied by the Australian Consumer Law (other than a guarantee implied by sections 51, 52 or 53 of the Australian Consumer Law) or expressly given by Us to You, in respect of each of the goods and services, to one or more of the following:</p> <p>(a) if the breach relates to goods:</p> <ul style="list-style-type: none"> (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and <p>(b) if the breach relates to services:</p> <ul style="list-style-type: none"> (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again. <p>10.3. Except in respect of any Non-Excludable Guarantees, all conditions, warranties and guarantees implied in these Terms of Use are excluded, to the extent possible by law.</p>	<p>We do not exclude liability that cannot be excluded under the Australian Consumer Law</p>
<p>11. Termination</p> <p>11.1. We may terminate these Terms of Use and Your access to the Website or any part of it at any time without notice.</p> <p>11.2. We may take down the Website or any part of it or take the Website or any part of it offline at any time without notice.</p> <p>11.3. Termination of these Terms of Use and access to the Website does not affect any accrued rights of either party.</p>	<p>We can terminate your access to the website.</p>
<p>12. Notices</p> <p>12.1. Any notice issued to You from Us or from Us to You shall be in writing and sent by hand delivery, post or email. Where sent from Us to You, We shall use any of Your contact details that You provide to Us.</p> <p>12.2. You may contact Us or send a notice to Us using Our contact details that are specified on Our website.</p> <p>12.3. Any notice issued by hand shall be deemed delivered upon delivery.</p>	<p>Notices between you and us are deemed to be delivered at different times, depending on how and when they are sent.</p>

<p>12.4. Any notice issued by post shall be deemed delivered 6 Business Days after posting if posted domestically, or 10 Business Days after posting if posted internationally.</p> <p>12.5. We may send You email or other electronic messages concerning the Website from time to time.</p>	
<p>13. General</p> <p>13.1. <u>Other rights:</u> All rights not expressly granted to Us in these Terms of Use are expressly reserved by Us.</p>	<p>We reserve our rights.</p>
<p>13.2. <u>Amendment:</u> These Terms of Use may be amended by Us at any time.</p>	<p>We can change these Terms of Use at any time.</p>
<p>13.3. <u>Assignment:</u> You may not assign, transfer, license or novate Your rights or obligations under these Terms of Use without Our prior written consent. We may assign, transfer, license or novate Our rights or obligations under these Terms of Use at any time.</p>	<p>You cannot transfer your rights under these Terms of Use unless we approve the transfer. We can transfer our right and obligations at any time.</p>
<p>13.4. <u>Severability:</u> If any part of these Terms of Use is deemed invalid by a court of competent jurisdiction, the remainder of these Terms of Use shall remain enforceable.</p>	<p>If part of these Terms of Use are not legally binding, this shall not affect the remaining provisions.</p>

<p>13.5. <u>Entire Agreement:</u> These Terms of Use constitute the entire agreement between You and Us regarding this Website.</p>	<p>These Terms of Use set out our entire agreement with you regarding the Website.</p>
<p>13.6. <u>Jurisdiction:</u> These Terms of Use will be interpreted in accordance with the laws in force in New South Wales. You and Us irrevocably submit to the non-exclusive jurisdiction of the courts situated in New South Wales.</p>	<p>Any legal action will be commenced in New South Wales.</p>
<p>14. Dictionary and Interpretation provisions</p> <p>14.1. Definitions In these Terms of Use: Australian Consumer Law means schedule 2 to the <i>Competition and Consumer Act 2010</i> (Cth). Business Day means Monday – Friday excluding public holidays in New South Wales. Business Hours means 9:00am – 5:00pm on Business Days. Intellectual Property Rights means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under article 2 of the convention establishing the World Intellectual Property Organization, and all rights to enforce any of the foregoing rights. Moral Rights has the meaning given in the <i>Copyright Act 1968</i> (Cth). Non-Excludable Guarantee means a non-excludable guarantee implied into these Terms of Use by the Australian Consumer Law. Privacy Policy means Our Privacy Policy. Terms of Use means the terms and conditions set out on this webpage as amended by Us from time to time. We, Our and Us means Cohen Handler Pty Ltd. You means you, the person who accesses the Website for any reason.</p> <p>14.2. Interpretation In these Terms of Use:</p> <ul style="list-style-type: none"> (a) Headings and underlinings are for convenience only and do not affect the construction of these Terms of Use. (b) A provision of these Terms of Use will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision. (c) Currency refers to Australian dollars unless specified otherwise. (d) A reference to a clause, subclause or paragraph is a reference to a clause, subclause or paragraph of these Terms of Use. (e) A reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made. (f) A reference to time is to time in New South Wales. 	<p>Capitalised terms are defined in this clause.</p>

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| <p>(g) A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.</p> <p>(h) The words "includes", "including" and similar expressions are not words of limitation.</p> | |
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