



## TERMS AND CONDITIONS

### 1. Interpretation

- (a) **ACL** means the Australian Consumer Law, as found in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and as given effect by Part XI of that Act.
- (b) **Guides** means the '*Property Buying Guide*', '*Property Selling Guide*', '*Property Renting Guide*' and '*Property Management Guide*' and any other guide, manual or checklist that may be available and amended on the Website from time to time.
- (c) **Privacy Policy** means YMP's privacy policy accessible at: <https://your-move.com.au/wp-content/uploads/2015/03/Privacy-Policy-Vsn3-Feb-2015>.
- (d) **We** or **we** means YMP.
- (e) **Website** means the YMP website accessible at [www.your-move.com.au](http://www.your-move.com.au).
- (f) **YMP** means My Tembo Pty Ltd ACN 166 729 782 as trustee for the Tilling Family Trust, trading as 'Your Move Property'.
- (g) **You** or **you** or **your** means each person visiting the Website.

### 2. Before using the Website

- (a) These terms and conditions contain important information governing the use of the Website and the terms within these terms and conditions are to apply to all actions, interactions and transactions made on or in relation to the Website. Your use of the Website constitutes an acknowledgement and acceptance by you of all terms included in these terms and conditions.
- (b) These terms and conditions may be amended from time to time without notice.
- (c) YMP or any of its agents may (without any notice) at any time withdraw, de-activate or otherwise shut down the Website, or any part of the Website, at YMP's discretion for any reason whatsoever, including but not limited to security, maintenance, legal or regulatory reasons.
- (d) Any communication, correspondence, content or other material which you may publish on or upload to the Website may be used by YMP under an implied and automatically granted licence. This licence is irrevocable, non-exclusive and royalty-free and allows YMP to create derivative works of the material and otherwise use it in its original or any modified form for commercial or non-commercial use.
- (e) Cookies (a small data file sent by a website to an internet user's browser while using that website) may be used while you use the Website. By using the Website, you consent to any cookies being used.
- (f) The Privacy Policy forms part of these terms and conditions and you will be deemed to have read, understood and hold no objections to any provision of the Privacy Policy by accessing the Website. The Privacy Policy can be accessed at: <https://your-move.com.au/wp-content/uploads/2015/03/Privacy-Policy-Vsn3-Feb-2015.pdf>

### 3. Disclaimers

- (a) Any use of the information or content on the Website is at your own risk.



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- (b) Your use of the Website, constitutes an acknowledgement and agreement by you to indemnify, and keep indemnified at all times, YMP and its related parties, including its directors, officers, employees, contractors and agents from and against any loss (including legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or any other person arising from any claim, demand, lawsuit, action or proceedings commenced by any person against you or any other person where such loss or liability arose out of or in connection with your conduct in relation to the Website, including but not limited to your use or misuse of the Website.
- (c) YMP will not be responsible for the operation, availability, contents or any damage suffered through the use of any materials contained in any links to other websites or third party content that may be published on the Website. Any access to and subsequent use of external websites or content linked on the Website is done strictly at your own risk.
- (d) These terms and conditions also apply to any materials, information or content contained in any external link to YMP's social media accounts and pages, including but not limited to 'Google+', 'Twitter', 'Pinterest', 'Linkedin', 'Facebook' and 'YouTube'.
- (e) YMP accepts no liability whatsoever and you agree to hold YMP and its related parties and agents harmless from any liability that may result from your or any other person's reliance or use of any information, materials and content included in any publication or document made available on the Website, including but not limited to the Guides. By accessing and using the Guides, you acknowledge and agree that YMP is not liable for any act or conduct resulting from your or any other person's reliance on the Guides. YMP does not represent in any manner whatsoever that the Guides contain legal, accounting or financial advice, and you acknowledge that YMP strongly recommends that you seek the advice of professional advisors before entering into an agreement or arrangement in respect of real property.
- (f) Nothing in these terms and conditions or any subsequent agreement or dealing between you and YMP operates to exclude, restrict or modify the application of any implied condition or warranty, provision, exercise of any right or remedy, or the imposition of any liability, implied or conferred under the ACL or any other relevant legislation in which the exclusion, restriction or modification thereof would:
  - (i) contravene the ACL or other relevant legislation; or
  - (ii) result in any clause or provision of these terms and conditions being deemed void (**Non-Excludable Obligations**).
- (g) Except in relation to Non-Excludable Obligations, all conditions, warranties (express or implied), guarantees, rights, remedies, liabilities or other terms implied or conferred by the ACL, any other relevant legislation, custom or the general or common law that impose any liability or obligation on YMP are expressly excluded under these terms and conditions.
- (h) Except in relation to Non-Excludable Obligations, YMP and its related parties exclude all liability to you or anyone else for loss, harm or damage suffered of any kind (including but not limited to economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production or loss of data or intellectual property) that may have been caused as a result of:
  - (i) mistakes or inaccuracies on the Website;



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- (ii) any actions, or failure to actions, you may make or not make in relation or on reliance of any information contained on the Website;
- (iii) any unauthorised access to or use of the Website (including its servers) or any interruption or cessation of transmission to or from the Website;
- (iv) any viruses, bugs, trojan horses or other similar code or communications which may be transmitted from or via the Website by any third party; and
- (v) any personal injury or property damage of any kind resulting from your access, use or reliance of content contained on the Website (including any direct, indirect, special or consequential damages).

#### 4. Intellectual Property

- (a) This Website contains intellectual property created and owned by YMP or its related parties. The rights in the intellectual property (including graphics, logos, trademarks, distinctive brand features and other original content relating to the Website) are owned by YMP or a related party of YMP and remain the sole property of the respective owner.
- (b) By using the Website, you agree that you:
  - (i) will not use any of the intellectual property referred to in paragraph (a) above without the prior written consent of YMP or, where applicable, the related party of YMP;
  - (ii) are only authorised to view this Website for personal (non-commercial) use and that the use of the contents of the Website is subject to the *Copyright Act 1968* (Cth); and
  - (iii) must not modify, reproduce, store, transmit, display or publish any of the content of this Website within another website or as part of derivative works created from this Website. This includes a restriction on you from modifying or copying the computer software (including coding) contained in this Website.

#### **Terms and conditions (historical information)**

- Original – 1 August 2014 ('Disclaimer')
- Update – 18 February 2015 ('Terms and Conditions')