

General Terms of Use

1 Acceptance and compliance

- 1.1 The site www.appruvi.com (**Website**) is owned and operated by TAC Global Pty Ltd ACN 605 075 447 (**we, us, our**). Your access to the Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers:
- (1) contained in this document (**General Terms of Use**);
 - (2) referred to in clause 2 of these General Terms of Use (**Supplementary Terms of Use**); and
 - (3) elsewhere on the Website,
- (together, the **Terms of Use**).
- 1.2 Your use and/or continued access to the Website constitute your agreement to the Terms of Use. We reserve the right to amend the Terms of Use at any time. The amended Terms of Use will be effective upon posting to the Website. Your continued use of the Website following such posting constitutes an agreement by you to be bound by the Terms of Use as amended. You should visit this page periodically to review the Terms of Use.
- 1.3 If you object to any of the Terms of Use or any amendments your only recourse is to immediately discontinue your use of the Website. If you violate any Terms of Use, we may terminate your right to use and access the Website without notice.

2 Additional Terms of Use for members

- 2.1 If you register as a member of this Website, additional terms will apply to your access and use of this Website. The applicable terms will depend on the capacity in which you register as a member of this Website. If you register as:
- (1) a tenant, then the [Tenant Supplementary Terms of Use](#) also apply to your access and use of this Website;
 - (2) an employer or other body corporate, then the [Employer Supplementary Terms of Use](#) also apply to your access and use of this Website;
 - (3) a relocation agent, then the [Relocation Agent Supplementary Terms of Use](#) also apply to your access and use of this Website; or
 - (4) a real estate agent, then the [Real Estate Agent Supplementary Terms of Use](#) also apply to your access and use of this Website.
- 2.2 To the extent of any inconsistency, the applicable Supplementary Terms of Use will prevail over these General Terms of Use.

3 Restricted use

- 3.1 Unless you register as a member of this Website, you are provided with access to this Website for your personal use only. You are authorised to print a copy of any information contained on this Website for your personal use, unless such printing is expressly prohibited elsewhere in these Terms of Use. Without limiting the foregoing, you may not

without our written permission on-sell any information or documents obtained from this Website.

- 3.2 If you register as a member of this Website, you may access and use this Website as permitted by the Supplementary Terms of Use that apply to you.

4 Restricted areas

- 4.1 Where you access any restricted area of the Website or submit any documents to be included in the document storage area, you agree to comply with the following additional conditions:

- (1) you agree that any documents, information or other material that you send to us via the Website or submit for hosting on the Website (**Your Content**) will be deemed non-confidential and non-proprietary. This includes any data, questions, comments, suggestions, ideas or other information, material or property. Unless we have otherwise made a separate agreement with you relating to Your Content, you agree that we, and the other users of this Website that you or we permit to access Your Content, will be entitled to use any or all of Your Content for any purpose without compensation to you, including for reproduction, disclosure, transmission, publication, broadcast and posting and for any and all commercial or non-commercial purposes;
- (2) the provision of any of Your Content on our Website is solely at our discretion. We may host Your Content on our Website or remove it at any time or for any reason without notice to you;
- (3) you warrant that Your Content complies with all applicable laws and is accurate and complete and not false, misleading, deceptive or defamatory;
- (4) you warrant that Your Content does not infringe the intellectual property rights, confidentiality rights, or privacy rights of any person;
- (5) you must procure on behalf of yourself and on behalf of us all proper licences, clearances, permissions and releases in writing in respect of any copyright material and other intellectual property rights included in Your Content so that Your Content can be distributed and made available online from our Website;
- (6) you must procure from each author of any of Your Content an irrevocable and legally binding written consents to any acts or omissions in relation to Your Content which might otherwise infringe the author's moral rights under the Copyright Act 1968 (Cth) or similar legislation; and
- (7) where any of Your Content includes or comprises "personal information" or "sensitive information" as defined under the Privacy Act 1988 (Cth), you must ensure that you are permitted to disclose that information to us. If necessary, you are solely responsible for procuring any necessary consents from any individuals whose personal or sensitive information you disclose to us. Our [Privacy Policy](http://www.appruvi.com/privacy) www.appruvi.com/privacy will apply in respect of any personal or sensitive information that you disclose to us.

5 Manner of use

- 5.1 You must not:

- (1) use the Website in a manner that is unlawful, or violates these terms and conditions;

- (2) use the Website in a manner that violates any rights that we have or that any other users of our Website have;
- (3) disrupt, interfere with, reverse engineer or compromise the security of the Website or any servers, software or hardware connected to or used to provide the Website;
- (4) restrict, inhibit or interfere with any other user's use or enjoyment of the Website; or
- (5) distribute or transmit any content or material which contains a virus or other harmful component.

6 Specific limitations

- 6.1 You must ensure that your access to this Website is not illegal or prohibited by any laws which apply to you.
- 6.2 You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility or liability for any interference or damage to your own computer system which arises in connection with your use of this Website or any linked website.
- 6.3 We do not warrant that your access to the Website will be uninterrupted or that the Website will operate error free, that any defects will be corrected or that the Website and their servers are free of computer viruses, trojans, spyware and other harmful material.
- 6.4 We do not warrant that we will be able to prevent any illegal, harmful or inappropriate use, modification or alteration of the Website, or that we will give notice of such use, modification or alteration.
- 6.5 To the maximum extent permitted by applicable law, the Website and its contents are provided on an "as is" basis without any warranties of any kind. We may change the Website or limit or terminate your access to the Website at any time without notice.
- 6.6 To the maximum extent permitted by applicable law, we exclude all liability for any losses arising directly or indirectly from a failure to provide any document storage area, any other restricted area of this Website, any corruption or loss of data, errors or interruptions, any suspension or discontinuance of the service, any transmissions by other members in contravention of the members' obligations as set out in these Terms of Use or any content transmitted by a non-member.
- 6.7 Responsibility for the content of advertisements appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement(s).

7 Exclusion of liability

- 7.1 We do not accept responsibility for, and exclude any liability for, any loss, damage, cost or expense however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any linked website.
- 7.2 In particular, we do not accept any responsibility or liability for any loss, damage, cost or expense that you may suffer or incur arising out of your use of or reliance on any documents or other information contained on or accessed through this Website.

- 7.3 To the maximum extent permitted by law, any condition, guarantee or warranty which would otherwise be implied into these Terms of Use is hereby excluded.
- 7.4 These Terms of Use do not attempt or purport to exclude liability arising under any condition, guarantee or warranty implied by applicable legislation if, and to the extent, such liability cannot be lawfully excluded.
- 7.5 Where any legislation implies any condition, guarantee or warranty the applicability of which cannot be excluded or modified, that condition, guarantee or warranty will be included in these Terms of Use. To the maximum extent permitted by such legislation, our liability for a breach of that condition, guarantee or warranty will be limited to supplying of our services again or the payment of the cost of having the services supplied again.

8 Indemnity

- 8.1 As a condition of your use of the Website and in any documents or materials accessible through the Website, you agree to indemnify us, our related companies and our directors, officers, employees and agents against any liability, damage, loss or costs (including legal costs on a solicitor/own client basis) that any of those parties incurs or suffers as a result of any action, inaction or omission on your part relating to this Website.

9 Cookies

- 9.1 During your use of the Website, we may issue to and request from your computer blocks of data known as “cookies”. By using this Website you authorise us to issue such cookies to your computer.

10 Hyperlinks

- 10.1 The Website contains hyperlinks and other pointers to Internet websites operated, controlled or produced by third parties (**Linked Sites**). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site or any hyperlink contained in a Linked Site.
- 10.2 Any hyperlinks are provided solely for your convenience. You access any Linked Sites entirely at your own risk.
- 10.3 We are not responsible for the content or privacy practices associated with Linked Sites.
- 10.4 Our hyperlinking to Linked Sites is not, and should not be construed as, an endorsement, approval or recommendation by us of the owners or operators of those Linked Sites or of any information, graphics, materials, products or services referred to or contained on those Linked Sites.

11 Intellectual Property

- 11.1 Except for any of Your Content, all documents, materials and other information displayed on the Website, including without limitation all information, text, photographs, plans, illustrations, artwork and other graphic materials, and advertisements (**Website Content**) are our property or the property of our licensors (which may include other users of our Website). The Website Content is protected by copyright, trade mark and other intellectual property laws.
- 11.2 All Website Content may be downloaded, viewed and printed for your personal, non-commercial use provided that all Website Content is intact and in the same form as presented on the Website (including all copyright, trade mark and other proprietary

notices). Unless you are permitted to do so by any applicable Supplementary Terms of Use, you must not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Website Content to any third party without our express prior written consent.

- 11.3 Except as expressly provided above, nothing contained in this document shall be construed as conferring any license or right in, or assign all or part of, its intellectual property rights in the Website Content, without our express written permission or the express written permission of the owner of the relevant Website Content (as applicable).

12 Trade marks

- 12.1 All names, logos and trade marks owned by or licensed to us and are set off from surrounding text, and are referred to with a TM or ® symbol or appear in italics or all capital letters. All other trade marks displayed on the Website are trade marks of their respective owners. Such third party trade marks are used only to identify the products and services of their respective owners, and no sponsorship or endorsement on our part of those third parties should be inferred from the use of these trade marks.

13 Security of information

- 13.1 Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you provide to us.
- 13.2 You agree that you will not share any password that we may provide to you, let anyone else access your account information, or do anything that might put the security of your account at risk. You are wholly responsible for all activities which occur under your password or account information. You must notify us immediately if you become aware of any unauthorized use of your password or account information. You must not permit your password or account information to be used by or transferred to any other person. We reserve the right to suspend your account or remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of this Website.

14 Monitoring

- 14.1 To the extent permitted by applicable law, we may monitor your access to, use of and other activities relating to the Website (including any documents you access in any document storage areas of our Website). We may prevent, hinder or interfere in any such matters but we do not make any representation or warranty that we will do so (whether if required by law or otherwise). You consent to any such monitoring and intervention subject to any rights you may have under applicable law.

15 Privacy policy

- 15.1 All personal information that you supply in connection with the Website will be collected, used, disclosed and managed by us according to the terms of our Privacy Policy, a copy of which is available at [www.appruvi.com/\[privacy\]](http://www.appruvi.com/[privacy]). You consent to us collecting, holding, using and disclosing your personal information in accordance with our Privacy Policy. You also agree to use the Website in accordance with any other policies that we publish on the Website from time to time.

16 Suspension and termination

- 16.1 We may suspend your access to the Website and Materials at any time without notice if it is necessary to perform maintenance on the Website or related systems or to protect the safety or security of the Website, its users or us or to ensure the proper operation of the Website.
- 16.2 We may terminate these Terms of Use and your access to the Website and Website Content at any time without notice. In the event of termination you must immediately cease accessing and using the Website and Website Content and (at our option) return any hard copies of the Website Content to us or destroy any hard copies and any other electronic copies of the Website Content within your control or possession. All restrictions imposed on you and all disclaimers, indemnities and limitations of liability set out in the Terms of Use will survive termination of your access to the Website.

17 Compliance with all applicable laws

- 17.1 We make no representation that the contents of the Website comply with the laws of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.
- 17.2 You acknowledge and agree that you will be solely responsible for ensuring that your use of the Website complies with all laws that are applicable to you (and to your business, if applicable).

18 Governing Law

- 18.1 These Terms of Use are governed by the laws in force in the State of Western Australia, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Western Australia and of the Commonwealth of Australia in respect of any disputes arising under or by reference to these Terms of Use or otherwise relating to the Website.

19 General

- 19.1 We accept no liability for any failure to comply with these Terms of Use where such failure is due to circumstances beyond our reasonable control.
- 19.2 If we waive any rights available to us under these Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 19.3 These Terms of Use are the entire agreement and understanding between you and us on everything connected with the subject matter of these Terms of Use and supersede any prior agreement or understanding on anything connected with that subject matter.
- 19.4 If any of these Terms of Use are held to be invalid, unenforceable or illegal for any reason, the remaining Terms of Use shall nevertheless continue in full force.
- 19.5 If any provision in these Terms of Use is unenforceable, illegal or void or makes these Terms of Use or any part of them unenforceable, illegal or void, then that provision is severed and the rest of these Terms of Use remains in force. If any provision in these Terms of Use is unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction or makes these Terms of Use or any part of them unenforceable, illegal or void in 1 jurisdiction but not in another jurisdiction, then that provision is severed only in respect of



the operation of these Terms of Use in the jurisdiction where it is unenforceable, illegal or void.