

Tide Residences Maroochydore

Terms and Conditions of Website Use

1. Ownership of Website
 - This Website is owned and operated by DFC (Project Management) Pty Ltd ACN 161 448 139.
 - In these terms and conditions (**Website Terms**), the expressions 'we', 'us' and 'our' are a reference to DFC (Project Management) Pty Ltd and includes its related entities.
2. Use of Website
 - The Website Terms apply to your use of this website. In using this website or by proceeding beyond the homepage, you agree to be bound by the Website Terms. If you do not accept the Website Terms, you must refrain from using this website.
 - We may amend the Website Terms as necessary. Amendments will be effective immediately upon publication on this website. Your continued use of this website following such publication will be regarded as your acceptance of the Website Terms as amended.
 - In addition to these Website Terms there may also be specific and additional terms that apply to certain sections of the Website. Please review those specific and additional terms whenever they appear. In the event of any inconsistency between those specific and additional terms and these Website Terms, the specific and additional provisions will prevail.
3. User Conduct
 - You may use this Website only for your personal and non-commercial lawful purposes unless we otherwise agree in writing. You may not, without our written permission, make commercial use of the information obtained from the Website.
 - You are responsible for all of your activities in connection with accessing and using the Website. Any abusive, fraudulent or otherwise illegal or tortious activity may be grounds for termination of your access to the Website. You may not post or transmit any material or communication intended to obtain personal data from any Website user. You must not disrupt or interfere with the Website or any related services, systems or networks. You must respect other users' privacy and not interfere with their use or enjoyment of the Website. You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website.
 - You agree to indemnify and hold us and our related entities harmless from any claim, action, demand, loss or damages incurred by any third party arising out of or relating to your conduct on this Website (including transmitting any defamatory, derogatory or offensive statements or material to any person), your use of the Website, your breach of these Website Terms, or your breach of any rights of third parties.
4. Linked Websites
 - This Website may contain links to other websites. These links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites, and you acknowledge and agree that we have no control over and do not monitor third party websites.
 - Unless expressed otherwise in this Website, our links to linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites.
 - If you hyperlink to this Website you must:
 - a. obtain our consent;

- b. not hyperlink to any part of this website other than the www.tideresidences.com.au home page;
- c. attribute us as the original source of the hyperlink; and
- d. comply with all privacy, intellectual property and all other applicable laws.

5. Security of Information

- Data transmissions over the internet cannot be guaranteed to be 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.

6. Acknowledgements

- Content on this Website contains general information about our products and services. Unless otherwise stated, such content does not:
 - constitute an offer or inducement to enter into a legally binding contract;
 - form part of the terms and conditions for our products and services;
 - purport to provide you with personal financial or investment advice of any kind; or
 - take account of your particular financial position or requirements.
- The advertisement of our land packages and house and land packages, including house and land packages available in conjunction with third parties, does not constitute an offer for sale or any kind of guarantee that the particular land packages and house and land packages advertised on this website will be offered for sale or will be offered for sale at the location, on the terms and for the prices advertised on this Website.
- The fact that information is accessible through this Website is not a recommendation by us of the merits, or a guarantee of the performance, of any of our land packages or our house and land packages.
- We derive the information on this Website from sources which we believe to be accurate and up to date as at the date of publication. We nevertheless reserve the right to update this information at any time.
- It remains your responsibility to evaluate the accuracy, completeness and usefulness of any information obtained from this website. You should make your own inquiries and seek independent advice from relevant professionals before acting or relying on any information or material contained on this Website.
- You acknowledge that where the information made available on this Website contains opinions or judgements of third parties, are third party advertisements or links to third party advertisements:
 - a. any opinions or advice by third parties on the website remain the responsibility of those third parties;
 - b. we do not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice;
 - c. responsibility for the content of any advertisements appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers;
 - d. each advertiser is solely responsible for any representations made in connection with its advertisement; and
 - e. we do not accept liability for loss or damage caused by your reliance upon any information made available on this Website or linked websites by third parties including any judgments, opinions or advertisements made by third parties.
- You should make your own inquiries and seek independent advice from relevant professionals before acting on any information or material contained on our website.

7. Disclaimer

- The contents of this Website are provided on an “as is” and “as available” basis. We do not warrant that the information is reliable, accurate or complete or that your access to that information will be uninterrupted, timely or secure. To the fullest extent permitted by law we disclaim all warranties, express or implied, including warranties of fitness, merchantability, availability of goods or services, or non-infringement.
- We do not accept any responsibility for any loss or damage, however caused which you may directly or indirectly suffer in connection with your use of the Website, its contents or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website including any information made available on this website or linked websites hosted by third parties.
- We do not accept liability for any failure on our part to comply with these Website Terms where such failure is due to circumstances beyond our reasonable control.

8. Limitation of Liability

- Under the Australian Consumer Law (ACL), certain consumer guarantees may apply in respect of this website. Nothing in the Website Terms should be interpreted as attempting to exclude these consumer guarantees or limit our liability for breaching the guarantees.
- Subject to the applicable consumer guarantees, and to the extent permitted by law, we exclude any condition, guarantee or warranty which would otherwise be implied into the Website Terms.
- If you make a claim against us regarding the products or services we provide on this Website:
 - a. in respect of any breach or alleged breach by us of the consumer guarantees and the relevant products or services are not a kind ordinarily acquired for personal, domestic or household use; or
 - b. in respect of any cause of action other than a breach of the ACL (including without limitation, for breach of contract or negligence by us), to the extent permitted by law, our liability will be limited, at our discretion, to:
 - c. if the breach relates to goods – the replacement of the goods, the repair of the goods, the payment of the cost of repairing the goods, or the supply of equivalent goods; and
 - d. if the breach relates to services – the supplying of the services again, or the payment of the cost of having the services supplied again.
- Any exclusion or limitation of liability set out in the Website Terms or on this website does not attempt to purport to exclude liability arising under statute if, and to the extent, that such liability cannot be lawfully excluded. We otherwise expressly disclaim and exclude, to the full extent permitted by law, any liabilities imposed on us or implied into these Website Terms under any law whether in contract, tort including negligence, statute or otherwise.

9. Intellectual Property

- We own, or are licensed to use, all the intellectual property rights (including copyright and trade mark rights) subsisting in or relating to all information, text, content, materials, graphics, logos, icons, sound recordings, software, and source code on this Website.
- Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth), and except expressly authorised by the Website Terms, you may not in any form or by any means:
 - a. adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or
 - b. otherwise commercialise any information, products or services, obtained from any part of this Website, without our written permission, or in the case of third party material, from the owner of the intellectual property rights in the third party material.

10. Errors and Defects

- We do not guarantee that this Website will be free from errors or viruses, or that access to this Website will function as intended or uninterrupted. You must take your own precautions to ensure that accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference or damage to our computer system which arises in connection with your use of this Website.
- Whilst we endeavour to keep this website up to date and accurate, we cannot guarantee that the information on this website will be up to date or accurate.

11. Privacy

- The Website Terms must be read in conjunction with our privacy policy. You agree that we may handle your personal information in accordance with our privacy policy as amended from time to time.

12. General

- You must not assign your rights under the Website Terms without our prior written consent.
- We do not waive, and no action of ours can be construed as waiving, any rights available to us under the Website Terms.
- The terms and conditions set out in this document are severable. Where a term or condition is held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall continue to apply.

13. Termination of Access

- Access to this Website may be terminated at any time by us without notice. In the event of termination, all provisions of these Website Terms which by their nature should survive termination shall survive termination, including without limitation ownership provisions, disclaimers, indemnities, limitations of liability, acknowledgments and intellectual property provisions.

14. Jurisdiction

- These Website Terms are governed by and construed in accordance with the laws of Queensland, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the Courts of Queensland, Australia.

15. Description and Prices

- Illustrations, photographs, floorplans, diagrams, views and images are for illustrative purposes and indicative only and:
 - may include options and upgrades available at an additional cost; and
 - may include items, such as landscaping and gardens, driveway, paving, decking, fencing and fittings not supplied by the relevant builder.
- Widths and sizes, and any other measurements stated, are estimates for illustrative purposes only. These may change due to developer and/or Council requirements or changes effected under local, state or federal law.
- All information, tips and checklists provided and opinions expressed on this website are provided as a guideline only and should not be treated as advice. Customers should seek their own professional advice, including legal and financial advice, before deciding whether to obtain finance or purchase their own home and/or land.
- If this website contains hyperlinks and other content provided by third parties who are not associated with us, we do not in any way endorse or recommend any such third party content or information. We recommend that you contact the third party provider if you have any questions regarding such content or information.

- Prices shown are subject to final contract, and any variations agreed or required under local, state or federal law or any applicable planning controls. Final designs, costs, dimensions, inclusions, and options for any package:
 - may change from the information provided on the website;
 - may be varied by the developer without notice;
 - may be varied, depending on the options and upgrades chosen by the Purchaser;
 - will be set out in the applicable sale contract.
- Prices published:
 - are correct as at the time of publishing but may change without notice after the date of printing or publishing; and
 - do not include stamp duty, legal fees, body corporate fees or any other costs incurred in connection with the purchase.
- The developer reserves the right to withdraw any product or package at any time without notice including in circumstances where the product or package becomes unavailable, sold or formally offered for sale to a buyer.