

EASTWOOD

Terms and conditions

These Website Terms of Use apply to this website which is operated by Eastwood Cranbourne Pty Ltd, which forms part of the Country Garden Australia group ("Country Garden Australia"), and its related companies under the domain name www.eastwoodcranbourne.com ("Website").

In addition to the terms contained in this document, there are also specific terms which form part of the terms of use and govern your use of, and access to, certain sections of this Website. Since you are also bound by these additional terms, you should review them wherever they are accessible by you on the Website. In the event of any inconsistency between the provisions of these Website terms of use and those other specific and additional provisions, the specific and additional provisions will prevail.

By proceeding beyond the homepage you agree to accept these terms of use and Country Garden Australia agrees to grant you a non-exclusive, non-transferable licence to use this Website in accordance with the conditions set out below.

We may revise these terms of use from time to time without notice and such revision will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these terms of use as amended.

Pursuant to this licence and subject to the absolute right of Country Garden Australia to vary access to all or any part(s) of the Website, you acquire a non-exclusive right to view the material in the Website, access material contained in the Website and use the Website strictly in accordance with the provisions of this licence and any other terms of use specified in other sections of the Website.

Website content

Country Garden Australia is either the owner or the licensed user of the copyright in the materials and information on this Website including without limitation any logo, design, floorplans, text, graphic and their arrangement ("Content"). Unless we indicate otherwise you must not copy, distribute, republish, download, display, post or transmit the Content in any form or by any means including but not limited to electronic, mechanical or otherwise without the prior written consent of Country Garden Australia or the written consent of the copyright owner. You may access and use the Content and this Website for your own personal use only. Unless expressly permitted otherwise, you must not do anything to alter, modify or add to the Content. You acknowledge and agree that if you contribute Content to the Website, such Content will become the property of Country Garden Australia and you hereby assign all rights, title and interests in and to such contributions to Country Garden Australia.

Any comments or materials sent to us through the Website including feedback data, questions, comments and suggestions ("Feedback"), will be deemed to be non-confidential. Country Garden Australia has no obligation of any kind with respect to such Feedback and will be free to reproduce, exhibit, use, disclose, display, transform and distribute the Feedback to others without limitation other than limitations at law which cannot be excluded. In addition, Country Garden Australia will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services incorporating such Feedback.

Country Garden Australia reserves the right to remove any Content from this Website at any time, for any reason including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content.

Your conduct when using this Website

You acknowledge and accept that your use of the Website indicates your acceptance of this licence and that you are responsible for all of your activity in connection with accessing the Website.

In accessing the Website, you must not:

- take any steps to obtain unauthorised access to this Website or any part of it that is not opened to public access;
- disrupt or interfere with or make attempts to disrupt or interfere with: the Website; any other user's enjoyment of this Website or Third Party Websites; any services, system resources, accounts, servers or network connected to or accessible through this Website or Third Party Website; engage or make attempts to engage in any kind of illegal, criminal or tortious activity whatsoever through the use (whether direct or indirect) of the Website or Third Party Websites; use, copy or translate for commercial use, reproduce, adapt, vary or modify any material in any form in this Website without the express consent of Country Garden Australia except as expressly authorised by this licence; use any robot, spider or any other automatic device or manual process to monitor, copy or extract any web pages or any Content on this Website, without the prior written consent of Country Garden Australia; take any (or make attempts to take any) action that imposes an unreasonable or large load on the infrastructure of the Website; reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the Website; post or transmit to or via this Website any material that may infringe the intellectual property rights of any third party, or any defamatory, derogatory or offensive material or publication; or use or attempt to use the Website to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including material that are deemed threatening or obscene, or engage in any kind of illegal activity.

User Responsibility

In accessing this Website, you acknowledge and agree that you must comply with all applicable laws and regulations that relate to your use of or activities on this Website.

Country Garden Australia reserves (at its absolute discretion) the right to report potentially criminal activity to appropriate law enforcement agencies. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain personal data from any Website user; if Country Garden Australia issues you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not; and you have exercised your independent judgment and have not relied on any representation made by Country Garden Australia which has not been stated expressly in this licence or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Country Garden Australia (which material may be out of date or superseded).

Links to other websites

The Website may contain links to other websites operated by third parties ("Third Party Web-

sites”).

Country Garden Australia does not endorse, or approve of the operators of Third Party Websites, or the information, graphics and material on those Third Party Websites (“Third Party Material”).

Subject to any applicable law which cannot be excluded, Country Garden Australia makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or that Third Party Material does not infringe the intellectual property rights of any person. Country Garden Australia is not authorising the reproduction of Third Party Material by linking Material on this Website to Third Party Material.

When you follow a link on this Website, material at a Third Party Website may be displayed in your browser framed by material on this Website. This material is also Third Party Material for the purpose of these terms of use.

All offers to sell and statements relating to goods and services available on Third Party Websites are the responsibility of and given by the Third Party Website operator. Country Garden Australia expressly disclaims acting in any other respect on behalf of Third Party Website operators.

Country Garden may receive payments from operators of Third Party Websites in relation to goods or services supplied by the operator as a result of you linking to the Third Party Website from this Website.

A link to a Third Party Website does not mean that we endorse the content of that website. Your access to Third Party Websites may be governed by their own terms of use.

You may not create a link to this Website from another website or document without our prior written consent.

Indemnity

You must indemnify and keep Country Garden Australia (and its related bodies corporate, directors, officers, employees, agents and contractors) indemnified fully from any claim, action, demand, loss or damages made or incurred by any third party arising out of or relating to your conduct, your use of this Website, your breach of provisions this licence, or your breach of any rights of third parties.

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Disclaimers

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“as is” and “as available” and Country Garden Australia takes no responsibility for any error or omission relating to this information. The existence of inaccurate, incomplete or superseded material in this Website will not cause Country Garden Australia to be in breach of the terms of the licence.

To the maximum extent permitted by law, Country Garden Australia: disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, or non-infringement; and will not be liable for any cost, loss or damage suffered by you through your use of the Website or Country Garden Australia’s failure to provide access to the Website or any Third Party Websites or any information updates.

The Content may contain general information about Country Garden Australia’s products and services. Unless expressly stated otherwise, the Content does not: constitute an offer or inducement to enter into a legally binding contract; form part of the terms and conditions for Country Garden Australia’s 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.

Your use of this Website including all Content, data or software distributed by, downloaded or accessed from or through this Website is at your own risk. Before taking or refraining from any action in reliance on the Content or this Website, you must make and rely on your own enquiries in relation to, and in evaluation of, the Content including any information, predictions, opinions and statements contained in this Website.

Warranties

Country Garden Australia does not warrant or make any representations: that this Website or the server that operates it is free from viruses or other corrupted materials or occasional outages or disruption to service which prevent you from accessing this Website; or in relation to the use or the results of the use of the Content or this Website as to their correctness, accuracy, reliability, or otherwise; or that use of this Website will be compatible with the hardware and software you are using to access it; or that the functions contained in this Website or Third Party Websites will be uninterrupted or without error, that defects will be corrected, or that electronic material in this Website and other Third Party Websites are free of harmful components.

Country Garden Australia will not be liable for any indirect or consequential losses arising out of a breach of this licence, or arising out of the supply of a defective program or incorrect materials.

Subject to any responsibilities implied by law and which cannot be excluded, Country Garden Australia (including our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the Content or this Website (or material accessed via this Website), or to access of the Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on Country Garden Australia, or implied into this licence, under any law are hereby excluded.

To the extent permitted by law, all implied terms are excluded.

Nothing in this licence is intended to exclude, restrict or modify rights which you may have under the Australian Consumer Law or any other legislation which may not be excluded, restricted

or modified by agreement.

Country Garden Australia reserves the right to make any change, add or remove any material in or from this Website without notice. Country Garden Australia may also make improvements or changes in the products or programs described in the Content at any time without notice. For example, changes in circumstances after the date of publication may impact upon the accuracy of the Content.

Termination and suspension

Country Garden Australia reserves the right, without notice and in its sole and absolute discretion, to discontinue, suspend or terminate any service offered by or through this Website as well as this Website at any time. All provisions of this Licence which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, disclaimers and indemnities.

Waiver

Failure or neglect by Country Garden Australia to enforce at any time any of the provisions of this licence shall not be construed or deemed to be a waiver of the rights of Country Garden Australia under this licence.

No waiver by Country Garden Australia of its rights under this Licence shall be deemed a waiver of any other term or provision and shall be limited to a single waiver limited to the specific circumstances under which such waiver was granted.

Currency

A reference to "\$" or "dollars" throughout this Website is a reference to Australian currency and all prices include GST unless stated otherwise.

Privacy

Country Garden Australia respects your privacy. Country Garden Australia's Privacy Policy, which is available on the Website, explains how personal data will be treated as you access and interact with this Website.

Severability

If any parts of this Licence are deemed unlawful void or for any reason unenforceable then that provision may be severed from this Licence and it will not affect the validity and enforceability of the remaining provisions.

Applicable Law

This licence is governed by and construed in accordance with the laws of Victoria, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of Victoria, Australia.