

Website Terms and Conditions of Use

1. About the Website

- 1.1. Welcome to <https://ziprealty.com.au/> (the '**Website**'). The Website Real Estate (the '**Services**').
- 1.2. The Website is operated by U In Pty Ltd t/as Zip Realty PTY. LTD. (ACN 610 492 325) ('**Zip Realty**'). Access to and use of the Website, or any of its associated Products or Services, is provided by Zip Realty. Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Zip Realty reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Zip Realty updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.
- 1.4. You indemnify our officers, employees, agents and related bodies cooperate from and against all claims, suits, demands, damages, liabilities and costs arising out of, or in connection with the use of the website, the services by you or someone using your identification for the purposes of our services.

2. General Disclaimer

- 2.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 2.2. Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Zip Realty will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 2.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Zip Realty make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Zip Realty) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

- (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the products of Zip Realty; and
- (d) the Services or operation in respect to links which are provided for your convenience.

3. Disclaimer of Warranties & Liabilities

- 3.1. The use of the website and its contents is at your own risk. It is the responsibility of the user to verify the information made available on the website. There are no warranties made that the information on the website is reliable, complete, accurate or up-to-date. The information used on this website is subject to change.
- 3.2. All information (including but not limited to the property areas, floor size, price, address and general description of properties) contained on our website is provided for your convenience and has been provided to Zip Realty by third parties.
- 3.3. Zip Realty will not be liable for loss, damage, (including negligence) costs or expenses suffering by you or claims made by you for the use of the following:
 - (1) The website;
 - (2) Services or information included on the website, including but not limited to any application services provided and/or guidelines available.
 - (3) Failure of the website including any disruption to the contents or applications available therein. Zip Realty does not promise the website will be available without disruption.
 - (4) Any information, products or services offered including but not limited to any advertisements through the website or any website linked to this website.
- 2.3 To the extent permitted by law, all warranties, conditions and representations about the website or Zip Realty's products or services, the accuracy or timeliness of material, products and services advertised, offered or supplied via the website are excluded.

Where any legislation implies a condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under any such condition or warranty, that condition or warranty will be deemed included.

However, our liability will be limited for a breach of that condition or warranty to one or more of the following at our election:

- (a) if the breach relates to goods:
 - (i) replacement of goods or supply of equivalent goods
 - (ii) repair of goods,
 - (iii) paying costs of replacing goods or of acquiring equivalent goods or;
 - (iv) paying cost of having goods repaired.
- (b) if breach relates to services:

- (i) supplying of services again or;
- (j) paying cost of having services supplied again.

4. Acceptance of the Terms

You accept the Terms by remaining on the Website.

5. Registration to use the Services

- 5.1. In order to access the Services, you must first register for an account through the Website (the '**Account**').
- 5.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (a) Email address
 - (b) Mailing address
 - (c) Telephone number
- 5.3. You warrant that any information you give to Zip Realty in the course of completing the registration process will always be accurate, correct and up to date.
- 5.4. Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms.
- 5.5. You may not use the Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with Zip Realty; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

6. Your obligations as a Website User ('the User')

- 6.1. As a user, you agree to comply with the following:
 - (a) you will use the Services only for purposes that are permitted by:
 - i. the Terms; and
 - ii. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (c) you must take your own precautions to ensure that the process that you employ for accessing this website does not expose you to risk of viruses, malicious computer code or other forms of interference which might damage your own computer system.
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Zip Realty of any unauthorised use of your password or email address or any breach of security of which you have become aware;

- (e) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Zip Realty providing the Services;
- (f) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Zip Realty;
- (g) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (h) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Zip Realty for any illegal or unauthorised use of the Website; and
- (i) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

7. Copyright and Intellectual Property

- 7.1. The Website, the Services and all of the related products of Zip Realty are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Zip Realty or its contributors.
- 7.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Zip Realty, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 7.3. Zip Realty does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Zip Realty.
- 7.4. Zip Realty retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),to you.
- 7.5. You may not, without the prior written permission of Zip Realty and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party

Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

8. Privacy

- 8.1. Zip Realty takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Zip Realty's Privacy Policy, which is available on the Website.

9. Limitation of liability

- 9.1. Zip Realty's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 9.2. You expressly understand and agree that Zip Realty, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

10. Indemnity

- 10.1. You agree to indemnify Zip Realty, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

11. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.