

Disclaimer

North Angels Beach Development (Ballina) Pty Ltd Website Terms of Use

This website is operated by North Angels Beach Development (Ballina) Pty Ltd,. These terms of use apply to the 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 North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd 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.
- Use the Website strictly in accordance with the provisions of this licence.

Links to other websites

The Website may contain links to other websites operated by third parties ("Third Party Websites"). North Angels Beach Development (Ballina) Pty Ltd 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, North Angels Beach Development (Ballina) Pty Ltd 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. North Angels Beach Development (Ballina) Pty Ltd 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. In so far as such offers and statements are made on the Website, such offers and statements are made by North Angels Beach Development (Ballina) Pty Ltd on behalf of the operator.

North Angels Beach Development (Ballina) Pty Ltd expressly disclaims acting in any other respect on behalf of Third Party Website operators.

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.

Website content

North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd.

You acknowledge and agree that if you contribute Content to the Website, such Content will become the property of North Angels Beach Development (Ballina) Pty Ltd and you hereby assign all rights, title and interests in and to such contributions to North Angels Beach Development (Ballina) Pty Ltd.

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. North Angels Beach Development (Ballina) Pty Ltd has no obligation of any kind with respect to such Feedback.

North Angels Beach Development (Ballina) Pty Ltd 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.

Indemnity

You must indemnify and keep North Angels Beach Development (Ballina) Pty Ltd (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.

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 parts thereof that are not opened to public access;
- disrupt or interfere with or make attempts to disrupt or interfere with the 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;

User Responsibility

In accessing this Website, you acknowledge and agree that:

- 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. North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd (which material may be out of date or superseded).

Disclaimers

While North Angels Beach Development (Ballina) Pty Ltd has endeavoured to ensure that all information provided on this Website is complete, accurate or up to date, the Content and this Website are provided "as is" and "as available" and North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd to be in breach of the terms of the licence.

To the maximum extent permitted by law, North Angels Beach Development (Ballina) Pty Ltd:

- 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 North Angels Beach Development (Ballina) Pty Ltd failure to provide access to the Website or any Third Party Websites or any information updates.
- The Content may contain general information about North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd 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

North Angels Beach Development (Ballina) Pty Ltd 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.

North Angels Beach Development (Ballina) Pty Ltd 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.

Termination and suspension

North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd 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 North Angels Beach Development (Ballina) Pty Ltd under this licence. No waiver by North Angels Beach Development (Ballina) Pty Ltd 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.

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 New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia.