

Terms of Use:

1. Overview:

Use of the Co-Hab Tonsley website and its content is subject to the following terms and conditions (“Terms of Use”). By accessing or using the website, you acknowledge, accept and agree to be bound by these Terms of Use and Co-Hab Tonsley’s Privacy Policy.

2. Disclaimer:

The information on the Co-Hab Tonsley website may not be accurate, exhaustive or up to date in all instances at all times. Co-Hab Tonsley does not warrant the quality, accuracy, reliability or completeness of any information on the Co-Hab Tonsley website, or these Terms of Use, either express or implied.

Co-Hab Tonsley makes no representations, warranties or guarantees, either express or implied:

- that access to the Co-Hab Tonsley website will be available, uninterrupted or without delay;
- in respect of the performance of the Co-Hab Tonsley website;
- in respect of the content of the Co-Hab Tonsley website; or
- that the Co-Hab Tonsley website, email or any of the material contained therein is free of viruses or other defects, interference or interception or is error or omission free.

The Co-Hab Tonsley website may contain links or other references to third party websites for convenience only. Co-Hab Tonsley:

- cannot control the content of those other website and therefore is not responsible for those other websites;
- does not endorse, approve or sponsor any content, material, product or service on those websites; and
- makes no representations or warranties whatsoever, either express or implied, regarding them.

Co-Hab Tonsley expressly disclaims any liability whatsoever for or in respect of the content of, or the results of using, the Co-Hab Tonsley website and the content of any third party websites to which the Co-Hab Tonsley website links.

In no event will Co-Hab Tonsley be liable to you or any other party, directly or indirectly, for any loss, damage, cost or expense whatsoever including, without limitation, any loss of profits, business interruption, loss of data, information being obtained by others or otherwise:

- arising from any use of the Co-Hab Tonsley website, or any content, information, products, services or materials contained in it;
- arising from any use of a third party website to which the Co-Hab Tonsley website links, or any content, information, products, services or materials contained in it;
- for any inadequate, late or missing information or services;
- resulting from reliance on any of the above; or
- resulting from negligence, misrepresentation, omission, default or otherwise howsoever caused.

3. Privacy Policy:

Personal information is handled in accordance with Co-Hab Tonsley’s Privacy Policy.

4. Reliance:

No information, services, products or materials provided or contained in the Co-Hab Tonsley website is intended to constitute legal, professional or other expert advice and you agree and acknowledge that reliance on any such information, services, products or materials is at your sole risk. Co-Hab Tonsley therefore disclaims all liability and responsibility arising from any reliance placed on such information, services, products or materials by any person. You should seek appropriate legal advice from a qualified legal practitioner about any legal issues.

5. Intellectual Property:

All intellectual property rights (including but not limited to rights relating to copyright, future copyright, trade marks, logos, designs and patents) in the Co-Hab Tonsley website and the information and other material appearing on or contained in the Co-Hab Tonsley website are vested in Co-Hab Tonsley except where those rights are vested in another person, body, corporation or other legal entity.

No part of material covered by copyright should be copied or reproduced in any form or by any means without the written permission of the owner of the copyright material.

6. Trade Marks:

The Co-Hab Tonsley name and any logo on the Co-Hab Tonsley website and the domain name are trade marks owned by Co-Hab Tonsley. You agree not to use, reproduce, publish, modify or distribute any Co-Hab Tonsley trademarks,

logos or designs contained on the Co-Hab Tonsley website without first obtaining the prior written consent of Co-Hab Tonsley.

7. Uses:

You agree:

- that any information posted or supplied by you to the Co-Hab Tonsley website will not:
 - be obscene, threatening, harassing, hateful, defamatory, misleading or promote violence;
 - be in breach of copyright, anti-discrimination, privacy or other legislation;
 - be confidential or commercially sensitive unless you own all rights to the content of that information;
 - give the impression that the information or communication come from Co-Hab Tonsley, if that is not the case;
- to accept responsibility for any incorrect information posted or supplied by you to the Co-Hab Tonsley website;
- to be courteous and respectful of all persons and users of the Co-Hab Tonsley website, and their opinions;
- not to misuse the Co-Hab Tonsley website by knowingly introducing viruses or other malicious or harmful programs or technology or by using devices, processes or software (of any nature) which may interfere with the functionality of the Co-Hab Tonsley website or any process conducted on or through the Co-Hab Tonsley website;
- not to gain unauthorised access, in any way whatsoever, to the Co-Hab Tonsley website, our servers, computers or any Co-Hab Tonsley database;
- not to use the Co-Hab Tonsley website in any manner that hinders or prevents access to or use of the Co-Hab Tonsley website by Co-Hab Tonsley or other users;
- not to use contact information or other information contained in the Co-Hab Tonsley website about a person or other entity, to send unsolicited communications to them, in any form;
- not to use the Co-Hab Tonsley website for any unlawful or fraudulent purpose or activity or in any way which violates Co-Hab Tonsley's rights or that is prohibited by these Terms of Use or for the purpose of harming any person in any way.

Without receiving the prior written consent of Co-Hab Tonsley, you agree not to:

- reproduce, duplicate, accumulate, compile, decompile, disseminate, sell or extract, in any form, any part of the Co-Hab Tonsley website or any information on the Co-Hab Tonsley website;
- create a link to the Co-Hab Tonsley website from another website;
- store or incorporate any information from the Co-Hab Tonsley website in any other website, database, publication or other work; or
- use the Co-Hab Tonsley website other than as permitted by these Terms of Use.

8. Amendments to the Co-Hab Tonsley website:

The Co-Hab Tonsley website is subject to change at any time at the discretion of Co-Hab Tonsley without prior notice. You may not alter, change, modify or adapt the Co-Hab Tonsley website or any content of the Co-Hab Tonsley website.

9. Security:

Co-Hab Tonsley takes all reasonable steps to:

- maintain the security of information provided by you but does not accept responsibility for breaches of security or unauthorised access resulting from disclosure of your login details (if any) and you are responsible for maintaining the confidentiality of your login details, usernames, passwords and similar information;
- ensure that the Co-Hab Tonsley website and services are virus free, however you agree to take your own precautions to ensure that when accessing the Co-Hab Tonsley website, you are not exposed to the risk of viruses or malicious computer interference which may damage computer systems.

Co-Hab Tonsley does not ensure or warrant the security of any information you provide to us, and you do so at your own risk.

10. Grant of licence:

Please note that if any of the information or material on the Co-Hab Tonsley website is posted or supplied by you, that information or material will be deemed not to be confidential and by providing such information and material, you grant to Co-Hab Tonsley an unrestricted irrevocable licence to use, reproduce, display, transmit and distribute that information and material.

11. Indemnity:

You indemnify Co-Hab Tonsley, its directors, officers, agents, employees and contractors against any loss, damage, cost or expense whatsoever including, without limitation, any loss of profits, business interruption, loss of data, information being obtained by others or otherwise, howsoever caused, arising from any use of the Co-Hab Tonsley

website or any breach by you of these Terms of Use, or in respect of the use of any information, products, services or materials contained in the Co-Hab Tonsley website or reliance on any of them.

12. Reservation of right:

To preserve the good name and reputation of Co-Hab Tonsley and persons who use the Co-Hab Tonsley website, Co-Hab Tonsley reserves the right at any time, at our discretion, for any reason whatsoever, to:

- refuse any person service or access to the Co-Hab Tonsley website;
- suspend or cancel accounts of users of the Co-Hab Tonsley website; and
- remove material, information or other publications from the Co-Hab Tonsley website.

13. General:

Payments: If any payment for services, products, memberships or other materials is required, such payment must be made in accordance with the terms set out by Co-Hab Tonsley in a separate arrangement or agreement.

Cookies: We may install cookies on your computer but they will be for the purpose of providing you with a more complete experience as you use the Co-Hab Tonsley website.

Indirect or consequential loss: Co-Hab Tonsley is not liable for any indirect or consequential loss of any kind (including loss of profit) howsoever arising from the breach or non-performance of any obligations under these Terms of Use, even if it has been specifically advised of the risk of that indirect or consequential loss.

Waiver and Exercise of rights: Waiver of any of these Terms of Use must be in writing and signed by Co-Hab Tonsley. Failure to exercise or enforce any right does not constitute a waiver of such right. A single exercise of a power or right does not preclude any other exercise of it or the exercise of any other power or right.

Severability: If any of the provisions of these Terms of Use become invalid, void or unenforceable, then such provision is to be construed as severed and the remainder of the provisions will continue in full force and effect.

Entire agreement: These Terms of Use constitute the entire agreement between Co-Hab Tonsley and you and all previous understandings, agreements and negotiations or oral representations or modifications cease to have effect.

Governing law: The laws of South Australia govern these Terms of Use.

14. Definition:

In these Terms of Use “Co-Hab Tonsley” means Co-Hab Tonsley Limited ACN 602 663 829.