

Milieu Property – Website Terms and Conditions of Use

The following terms and conditions (**Terms of Use**) govern your use of this website at <https://milieuproperty.com.au> (the **Website**). The Website is operated by the Milieu Property Pty Ltd (**Milieu, us, we**).

These Terms of Use constitute a legal agreement between you (the individual using this Website) and Milieu. By accessing this Website, you agree to be bound by these Terms of Use and consent to the terms of our Privacy Policy, whether or not you have read them. If you do not agree to these Terms of Use, you must not proceed to use this Website.

We may revise these Terms of Use from time to time without notice. Such revisions 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.

1. Reliance on Information

This Website may include inaccuracies or typographical errors that may be corrected as they are discovered at Milieu's discretion.

All photographs, diagrams, drawings, plans or other graphics used on this Website are indicative only and may not be exact or accurate. Purchasers must rely on their own enquiries.

This Website is offered without warranties and any reliance on the information on this Website is entirely at your own risk.

2. Changes to this Website

Milieu reserves the right to make changes to this Website at any time. Changes may be made to the information, names, text, software, images, pictures, logos, trademarks, functionalities, products and services and any other material displayed on, offered through or contained on this Website.

3. Links

This Website may contain links to external websites operated by third parties.

These links are provided for your convenience only. No endorsement of any third-party products, services or information is expressed or implied by any information, material or content of any third party contained in, referred to, included on, or linked from or to this Website. Any such website is not under our control and we do not take any responsibility for the contents.

In particular, and to the extent permitted by law, Milieu makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of third-party material, products or services available through third party websites.

Similarly, Milieu makes no warranties that third-party material does not infringe the intellectual property rights of any person.

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

4. Warranties, Disclaimer and Limitation of Liability

This Website is provided on an "as is" basis without any express or implied warranty of any kind.

Milieu does not warrant that this Website or the server that operates it is free from viruses or other corrupted materials. Further, Milieu does not warrant that this Website will be compatible with the hardware or software you are using to access it.

The content of the Website may contain general information about Milieu's products and services. Images and diagrams on this Website are intended to be a visual aid only and do not necessarily accurately depict the object described.

You are responsible for assessing the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of the material on or accessible through the Website. You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from your use of the Website or the material on or accessible through the Website.

You release Milieu and its officers, directors, employees, agents or related corporate bodies from liability for any loss or damage including without limitation, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use or inability to use or reliance on the material or information available on or accessible through this Website, whether or not caused by any negligent act or omission.

You release us from any loss or damage (including indirect, special or consequential loss or damage) arising from the use of, or reliance on this Website, whether or not caused by any negligent act or omission.

5. Your use of the Website

You agree to only use this Website:

- in accordance with these Terms of Use; and
- in a way that does not infringe the rights (including intellectual property rights) of us or any other third party or otherwise restrict or inhibit the use or enjoyment of this Website for other users.

You must not violate or attempt to violate the security of this Website.

You may only view and use content from this Website for your personal, or personal professional use (and not for any commercial purpose).

You acknowledge that it is your responsibility to ensure that you have in place antivirus, firewall and other appropriate security software to protect against malicious programs when browsing the internet and accessing this Website. We do not accept any liability whatsoever for your failure to take reasonable precautions in relation to your use of the internet or the Website.

6. Release and Indemnity

You agree to release, hold harmless, indemnify and keep indemnified Milieu and our related corporate bodies, directors, officers, employees, agents and contractors from any claim, action, demand, loss or damages made or incurred by you (including solicitor client costs on a full indemnity basis) and any third party arising out of or related to your conduct, your use of the Website, your breach of these Terms of Use, or your breach of any rights of third parties.

7. Privacy

Milieu treats personal information with respect and integrity.

Our Privacy Statement explains how personal information will be treated as you access and interact with this Website and can be accessed milieuproperty.com.au/assets/docs/PRIVACY_POLICY.pdf.

8. Intellectual Property

All intellectual property rights, including, without limitation, registered or unregistered trademarks, logos and trade names, in content displayed in or on this Website, including all text, images, graphics and audio-visual content belong to, and are vested in Milieu and are provided solely for your personal professional and non-commercial use.

Other than what is expressly permitted herein, nothing in these Terms of Use should be construed as granting any right or licence to use any intellectual property rights in the content on this Website without the prior written permission of Milieu.

For the avoidance of doubt, other than viewing content from this Website specifically for your personal professional and non-commercial use, you do not have the right to duplicate, distribute, alter or otherwise use our intellectual property rights without our prior written permission.

9. Severability and Waiver

If any provision of these Terms of Use is found to be invalid, voidable or unenforceable for any reason, then that provision shall be deemed severable from these Terms of Use and shall not affect the legality, validity and enforceability of any remaining provisions.

No failure on the part of Milieu to enforce our rights under these Terms of Use shall be deemed a waiver of any term or provision. Any waivers by Milieu must be in writing and signed.

10. Applicable Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of Victoria, Australia. By using this Website, you hereby irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waive any right to object to any proceedings being brought in those courts.

Contact us

If you have any questions about these Terms of Use, or wish to contact us for any other reason, please contact our office through the “Contact Us” section of our website.

Last updated: September 2020