

Terms of Use

Last updated: 23rd November 2017

<p>1. Construction</p>	<p>(a) Subject to clause 1(b), these terms and conditions apply to the use of uTenant's Service. In using the Website or registering as a Registered User, you agree to be bound by these Terms. If you do not accept these Terms, you must not create an Account and must refrain from using the Website.</p> <p>(b) If:</p> <p>(i) Premises Listed by a Landlord are in New South Wales; and</p> <p>(ii) the Landlord is not an Excluded Landlord,</p> <p>these Terms will be read subject to the terms of the Agency Agreement and, where there is any inconsistency, the Agency Agreement will prevail.</p>
<p>2. Definitions</p>	<p>Account has the meaning given in clause 5.</p> <p>Affiliate, in relation to an entity (the entity), means:</p> <p>(a) another entity that is controlled (within the meaning of section 50AA of the <i>Corporations Act 2001</i>) by the entity; or</p> <p>(b) if the entity is a body corporate, an entity that is a related entity of the entity.</p> <p>Associate has the meaning given in Part 1.2, Division 2 of the <i>Corporations Act 2001</i> as if all the provisions applied.</p> <p>Agency Agreement means any written agreement between the Landlord and uTenant, other than these Terms, in respect of Premises Listed on the Platform pursuant to which uTenant performs, or agrees to perform, services in the capacity of a real estate agent.</p> <p>Claim means a claim, demand, remedy, suit, injury, damage, loss, costs, liability, action, proceeding, Right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained or immediate, future or contingent.</p> <p>Excluded Landlord means an entity who owns (whether or not together with an Affiliate of the entity) any property in New South Wales that has:</p> <p>(a) an aggregate market value of \$40 million or more, or</p> <p>(b) an aggregate gross floor area of 20,000 square metres or more.</p> <p>Ineligible Premises mean premises:</p> <p>(a) that are in New South Wales; and</p>

- (b) of which the person who has the right to grant occupancy rights in some or all of those premises is not an Excluded Landlord (the **principal**); and
- (c) in respect of which there is no Agency Agreement between the principal and uTenant.

Introduction has the meaning given in clause 3(a)(iii).

Landlord means a person who has the right to grant occupancy rights in some or all of the Premises to a third party.

Lease means the right, whether by way of lease, licence or otherwise to:

- (a) occupy premises or part thereof; or
- (b) receive short term warehousing.

Listing means any material and data, whether text, images, films or otherwise, submitted to the Platform in respect of Premises or Requirements.

Platform has the meaning given in clause 3(a)(i).

Premises means property Listed using the Service as available, or to be available, for a Transaction.

Prospective Tenant means a person who submits Requirements to the Platform.

Rebate means the rebate to which clause 9(a) refers.

Registered User means a user of the Website who creates an Account.

Relevant Period means:

- (a) six (6) months after the Introduction; or
- (b) such later period of time where the Introduction was materially relevant to the Transaction.

Relevant Transaction means a Transaction that occurs during the Relevant Period in respect of the Prospective Tenant, or an Associate thereof, receiving a Lease in respect of:

- (a) the Premises, where the Prospective Tenant was Introduced to the Landlord in respect of the Premises; or
- (b) other premises for which the Landlord, or an Associate of the Landlord may give a Lease, where the Transaction arises after the Prospective Tenant was Introduced to the Landlord through the Service,

but does not include a Transaction in respect of Ineligible Premises.

Requirements means a statement of the features of premises that the Prospective Tenant wishes to identify for the purported intention of entering into a Transaction.

Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

Service has the meaning given in clause 3.

Short List means details of one or more Premises that uTenant, in its discretion, believes meet, or meet in some material respects, a Prospective Tenant's Requirements.

	<p>short term warehousing means a transaction, as known in the logistics industry, whereby a person may utilise surplus space of the lessor or licensor within premises (such as a warehouse).</p> <p>Terms means these terms and conditions as varied from time to time.</p> <p>Transact means making a contract or arrangement, or arriving at an understanding, whether conditional or unconditional, and whether written, oral or implied, for the granting of a Lease, and Transaction has an equivalent meaning. To avoid any doubt, Transact includes an agreement for lease (or terms of equivalent effect); and any option (or terms of equivalent effect) exercisable by any party that binds the lessor or licensor of the premises to give, and the other person to take, occupancy rights in, or short term warehousing at, the premises or part thereof.</p> <p>Transaction Fee means the fee payable by the Landlord where a Transaction occurs, calculated in accordance with clause 7.</p> <p>Third Party Content means any content, intellectual property, goods, services, advertising or other information provided by a party other than uTenant, which appears on our Website.</p> <p>Unconditional means in respect, of a Transaction, all of the conditions precedent (if any) to the Transaction being satisfied, waived or a combination thereof.</p> <p>uTenant, our, us and we means, as the context permits, uTenant Pty Ltd ACN 621 914 636.</p> <p>Website means the website found at the URL www.utenant.com.au.</p> <p>you means, as applicable, the User, the Landlord or the Prospective Tenant.</p>
<p>3. The Service</p>	<p>(a) The Service comprises:</p> <ul style="list-style-type: none"> (i) uTenant conducting a database (the Platform) of Listings; and (ii) where a Prospective Tenant Lists its Requirements, uTenant providing to the Prospective Tenant, where available, a Short List; and (iii) either: <ul style="list-style-type: none"> (A) with the Short List, in respect of the Premises on the Short List; or (B) after the Prospective Tenant inspects the Short List and the Prospective Tenant requests contact details for the Landlord of Premises on the Short List, <p>uTenant introducing the Prospective Tenant to the Landlord by providing to the Prospective Tenant, on behalf of the Landlord, details of the Premises and the Landlord's contact details (the Introduction); and</p> (iv) where uTenant makes the Introduction, uTenant notifying the Landlord of the Prospective Tenant, the Prospective Tenant's Requirements and the Premises for which an Introduction has been made. <p>(b) The Landlord warrants, and the User who gives the warranty in clause 5(e)(i)(B), warrants that the Landlord has ability to enter into a Transaction in respect of Premises that are the subject of a Listing by the User.</p> <p>(c) The parties agree and acknowledge that:</p>

	<ul style="list-style-type: none"> (i) the Short List may not comprise all premises on the Platform that meet, or at least meet in some material respects, the Prospective Tenant's Requirements; and (ii) uTenant does not warrant that a Prospective Tenant will contact the Landlord despite an Introduction nor does uTenant warrant the outcome of any Introduction that may occur. (d) By Listing Premises or Requirements on the Platform, as the case may be, neither the Landlord nor the Prospective Tenant is making an offer capable of acceptance. The Service is only a forum by which Landlords and Prospective Tenants List respectively their Premises and Requirements and, as the case may be, have the opportunity for Prospective Tenants to be Introduced to Landlords. (e) To avoid any doubt, the Service will not be provided in respect of Ineligible Premises.
<p>4. uTenant's role</p>	<ul style="list-style-type: none"> (a) uTenant does not, by providing the Service, act as an agent for any User, Landlord or Prospective Tenant, nor is authorised to Transact or negotiate for a Transaction on behalf of any User, Landlord or Prospective Tenant, whether in respect of Premises, Requirements or otherwise. (b) Nothing in these Terms, or by the use of the Website or the Service, creates an agency or employment relationship between uTenant and any person. (c) uTenant does not endorse any Landlord, Prospective Tenant or Listing. (d) uTenant does not guarantee: <ul style="list-style-type: none"> (i) the existence, quality, safety, suitability or legality of any Listings; nor (ii) the truth or accuracy of any content of any Listing. (e) uTenant is not obliged to accept any Listing and may remove or suspend any Listing at any time. If uTenant rejects, removes or suspends any Listing, it will provide notice by email to the affected User. (f) uTenant in no way adjudicates, or is a party to or assists with, the fulfilment of any Transaction.
<p>5. Registration and Account</p>	<ul style="list-style-type: none"> (a) Only Registered Users may make Listings. (b) To become a Registered User, a User must register for an Account pursuant to this clause 5. (c) The User must be aged 18 or over. (d) To register for an Account, the User must provide a contact email address, create a password, and provide any requested information. (e) By creating an Account, the Registered User warrants to uTenant, both now and at the time of any Listing, that: <ul style="list-style-type: none"> (i) the User has full and unrestricted power and authority to: <ul style="list-style-type: none"> (A) use the Website for and on behalf of the Landlord or Prospective Tenant (as the case may be);

	<ul style="list-style-type: none"> (B) if the User Lists Premises on the Website, make that Listing for and on behalf of the Landlord; and (C) if the User Lists Requirements on the Website, make that Listing for and on behalf of the Prospective Tenant; and (ii) the Landlord or the Prospective Tenant (as the case may be) accepts, and will be bound by, these Terms. (f) You acknowledge and agree that you are responsible for your Account and will not allow anyone else to utilise your Account nor will you impersonate anyone else. You must not disclose your password to any other person. (g) You must provide us with accurate, complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information. (h) Your Account is not transferable. (i) We reserve our rights to terminate or suspend your Account at any time if you breach these terms and conditions.
<p>6. Transaction Fee – obligation to pay</p>	<ul style="list-style-type: none"> (a) Subject to this clause 5, a Landlord must pay uTenant the Transaction Fee if a Relevant Transaction occurs. (b) If a Relevant Transaction occurs: <ul style="list-style-type: none"> (i) each of the Landlord and the Prospective Tenant must, using any means of communication that uTenant may reasonably prescribe, notify uTenant: <ul style="list-style-type: none"> (A) of the Transaction within one (1) business day thereafter and, as part of that notification, provide to uTenant in writing all material details thereof, including any information that uTenant reasonably requires to calculate the Transaction Fee; and (B) within one (1) business day of the Transaction becoming Unconditional; and (ii) the Landlord must pay uTenant the Transaction Fee on the later of: <ul style="list-style-type: none"> (A) uTenant issuing the Landlord with a tax invoice for the Transaction Fee; and (B) if the Transaction were subject to conditions precedent, the Transaction becoming Unconditional. (c) If: <ul style="list-style-type: none"> (i) neither the Landlord nor the Prospective Tenant complies with clause 6(b)(i); or (ii) a Landlord fails to pay the Transaction Fee on receipt of a tax invoice, <p>default interest, at a rate equivalent to two percent (2%) in excess of the rate of interest for the time being fixed under section 2 of the <i>Penalty Interest Rates Act 1983</i> (Vic.), will accrue as liquidated damages until the Transaction Fee is paid subject to clause 6(e).</p>

	<p>(d) The Landlord is liable for, and will indemnify uTenant in respect of, all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a solicitor/own client basis) incurred by uTenant for enforcement of the Landlord's obligations and recovery of monies due from the Landlord to uTenant, payable on written demand.</p> <p>(e) Any payments received by uTenant from the Landlord will be applied first to satisfy interest that may have accrued, second to reasonable expenses and legal costs to which clause 6(d) refers, and then to principal.</p> <p>(f) You will pay all taxes, duties and other government charges payable in connection with this agreement whether applying as at the date of this agreement or in the future including, without limitation, any applicable goods and services tax, other value added tax, stamp duty and turnover tax.</p> <p>(g) Where any Transaction Fee remains owing by the Landlord or an Associate thereof, we may do any or all of:</p> <ul style="list-style-type: none"> (i) suspend, remove or prevent any Landlord's Listing from the Platform; and (ii) withhold a Landlord's Premises from being included in any Short List; and (iii) refuse to make an Introduction for a Landlord. 																											
<p>7. Transaction Fee – method of calculation</p>	<p>The Transaction Fee will be calculated as follows:</p> <p>(a) All circumstances other than short term surplus warehousing</p> <p>By reference to the below list, the Transaction Fee (plus GST) will be calculated on the first year's NET annual rent disregarding any "rent free" period, fit-out allowance and any other incentives.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 5%;">(i)</td> <td style="width: 75%;">Lease of up to 3 years</td> <td style="width: 20%;">10%</td> </tr> <tr> <td>(ii)</td> <td>4 years</td> <td>11%</td> </tr> <tr> <td>(iii)</td> <td>5 years</td> <td>12%</td> </tr> <tr> <td>(iv)</td> <td>6 years</td> <td>13%</td> </tr> <tr> <td>(v)</td> <td>7 years</td> <td>14%</td> </tr> <tr> <td>(vi)</td> <td>8 years</td> <td>15%</td> </tr> <tr> <td>(vii)</td> <td>9 years</td> <td>16%</td> </tr> <tr> <td>(viii)</td> <td>10 years</td> <td>17%</td> </tr> <tr> <td>(ix)</td> <td>10 years +</td> <td>17%, + 0.5% for every year beyond the 10th year capped at 19%</td> </tr> </table> <p>(b) Short term surplus warehousing</p> <p>The Transaction Fee is a monthly fee, calculated at 10% (plus GST) of the total storage cost per month.</p> <p>The Transaction Fee is payable in monthly instalments for the length of the Transaction, capped at 12 months.</p>	(i)	Lease of up to 3 years	10%	(ii)	4 years	11%	(iii)	5 years	12%	(iv)	6 years	13%	(v)	7 years	14%	(vi)	8 years	15%	(vii)	9 years	16%	(viii)	10 years	17%	(ix)	10 years +	17%, + 0.5% for every year beyond the 10 th year capped at 19%
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<p>8. GST</p>	<p>(a) If GST is payable by uTenant (or by the representative member for a GST group of which uTenant is a member) on any supply made under or in relation to these Terms, the recipient must pay to uTenant an amount (GST Amount) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.</p> <p>(b) If a party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.</p> <p>(c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.</p>
<p>9. Tenant's rebate</p>	<p>(a) Where permitted by law and subject to clause 9(b), uTenant will share with the Tenant 10% of the total Transaction Fee (excluding GST) received by uTenant due to any Relevant Transaction where the Prospective Tenant is the lessee or licensee (as the case may be) to the Lease (Rebate).</p> <p>(b) To avoid any doubt, unless the uTenant is reasonably satisfied that the Relevant Transaction occurred in respect of premises of an Excluded Landlord, no Rebate is payable in respect of a Transaction for premises situated in New South Wales.</p> <p>(c) Where payable, the Prospective Tenant's Rebate will be paid on the later of:</p> <p>(i) uTenant receiving from the Prospective Tenant a tax invoice for that amount; and</p> <p>(ii) 30 days after uTenant receives all of the Transaction Fee from the Landlord.</p>
<p>10. Conditions of Listing</p>	<p>(a) You must not compose Listings for, or in any way use the Service in respect of, any goods, services or premises or otherwise, other than, as Landlord, Listing property used, or intended to be used, solely or principally for commercial, business or industrial purposes (being limited, if any, to those as described by us on the Website) or as Prospective Tenant, listing Requirements with a good faith intention to Transact. To avoid any doubt, the Service must not be used to List or promote, whether directly or indirectly, residential premises or rural land.</p> <p>(b) We have no obligation to accept a Listing or retain the Listing on the Platform, and may, in our discretion, remove or suspend a Listing from the Platform at any time.</p> <p>(c) You may remove a Listing from the Platform at any time, by using the function available through your Account, at which time the Listing will no longer be subject to the Service. The removal of a Listing does not prejudice uTenant's entitlement to a Transaction Fee for a Relevant Transaction under clause 6.</p> <p>(d) It is your responsibility to ensure that any content you post on the Website is compliant with Australian laws, and the laws of any other relevant country, and our terms and conditions.</p> <p>(e) Although you are accountable for the content you add, or added through your Account, we reserve our rights to remove any content that we consider, in our sole discretion, to be inappropriate including conduct that:</p> <p>(i) is a breach of the laws of Australia;</p> <p>(ii) infringes any person's intellectual property rights;</p>

	<ul style="list-style-type: none"> (iii) is discriminatory or derogatory of factors including but not limited to race, religion, nationality, gender and sexual orientation; (iv) is in a language other than English; or (v) does not adhere to our terms and conditions. <p>(f) You grant to us a worldwide, perpetual, irrevocable, royalty-free and non-exclusive licence, with a right of sub-licence, in respect of any content you add to the Website, to store, retain, use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such content in connection with our operation and promotion of the Website.</p> <p>(g) For Landlords, your Listing must accurately reflect the quality and condition of the Premises, and must not contain or use content that is misleading or deceptive.</p> <p>(h) We may maintain a database of Listing information and may exploit for our own benefit in connection with the Service all intellectual property rights in the Listing information.</p> <p>(i) You may not use the Service to solicit business, transmit spam, or post bait Listings.</p> <p>(j) You must remove a Premises Listing upon the Premises being Leased.</p> <p>(k) On termination or suspension of your Account, we may immediately remove all of your material from the Website.</p>
<p>11. Site rules</p>	<p>(a) You:</p> <ul style="list-style-type: none"> (i) acknowledge that any material submitted to the Website or made available on the Website by you is and will be treated by us as non-confidential and non-proprietary and we may use such material without restriction (including sending your material to prospective tenants); (ii) are responsible for protecting the confidentiality of your login and password details; (iii) are reasonable for all of your material (including any errors in it) and you must ensure that your material is current, accurate and up-to-date (including in relation to property descriptions, dates and times, figures, addresses, and contact information); (iv) will not add or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable; (v) must not disrupt the flow of dialogue or otherwise act in a manner which negatively impacts other users; (vi) must not impersonate any other person; (vii) agree not to add any unsolicited advertising or promotional materials in relation to yourself or a third party; (viii) agree that any material which you add may be removed by us from the Website without notice to you at any time; (ix) will not add any material in which the adding of such material could infringe another person's copyright or intellectual property rights;

	<ul style="list-style-type: none"> (x) will not add any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware; (xi) accept that any material or information provided by you to the Website may be used by a third party or by other Registered Users; (xii) agree not to create multiple Accounts or to take any similar steps to evade punishment or avoid restrictions; (xiii) must not promote any website that directly competes with the Website; and (xiv) must not use any script, robot, spider, crawler or other automated process to gather information from the Website without our prior written consent. <p>(b) In accessing or using the Website, you agree that you will not use or index any content or data on the Website for the purposes of:</p> <ul style="list-style-type: none"> (i) constructing or populating a searchable database of properties; (ii) building a database of property information; or (iii) competing with us in any manner that we have not specifically authorised.
<p>12. Interacting with other users</p>	<ul style="list-style-type: none"> (a) Premises or Requirements submitted by you through our Service must be made legitimately and in good faith. You may not use our online enquiry forms to solicit business or to transmit spam, chain letters, contests, junk email, surveys, or other mass messaging. (b) We do not have any liability for any losses arising directly or indirectly from you communicating or transacting with any other person who uses the Website or Service. (c) You acknowledge that we cannot necessarily confirm the identity of other Registered Users or prevent them acting under false pretences or in a manner that infringes the rights of any person. (d) Responsibility for the content of material submitted by other users, including any representations made by other users, rests exclusively with those persons. The display of any such material by us does not constitute a recommendation or endorsement by us of the user or the material submitted by the user.
<p>13. Specific warnings</p>	<ul style="list-style-type: none"> (a) You must ensure that your access to the Website is not illegal or prohibited by laws that apply to you. (b) You must take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. To avoid any doubt, we do not accept responsibility for any interference or damage to your or any other computer system which arises in connection with your access to or use of the Website or any linked Website. (c) We do not give any assurances that any information contained on or sent to you via or in connection with the Website will be suitable for your purposes or that it will be error-free. You agree that you will not rely on any such information or its availability, and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice (if required).

	<p>(d) We do not accept any responsibility or liability for any information or material which you submit to the Website, nor do we accept any responsibility for any use or misuse that you or any other Registered Users or users browsing the Website make of information or material that you submit to the Website.</p> <p>(e) The Website may include advertising materials and directed advertising based on information collected from you. Responsibility for the content of advertisements appearing on the Website (including hyperlinks to advertisers' Websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products or services, and each advertiser is solely responsible for any representations made in connection with its advertisement.</p>
<p>14. Warranty disclaimers</p>	<p>(a) All information provided by us on or through the Website is provided in good faith. Any information provided is general information and is not in the nature of advice.</p> <p>(b) Listings are created by Users for whom uTenant is not responsible. uTenant therefore does not warrant the accuracy, adequacy or completeness of such information, nor do we endorse or make any representations as to the Listings or any material therein. We do not accept any responsibility for loss suffered as a result of your or any other person's reliance upon the accuracy or currency of information contained on or sent to you via or in connection with the Website.</p> <p>(c) We do not make any representations or warranties that information provided on the Website is reliable, accurate or complete, or that your access to that information will be uninterrupted, timely or secure. We are not liable for any loss resulting from any action taken or not taken, or reliance made, by you on any information or material available or accessed from the Website.</p> <p>(d) We do not warrant that any material you submit to the Website will be protected against loss, misuse or alteration by third parties or removal by us.</p> <p>(e) If you access the Website from outside Australia, you accept responsibility for ensuring or confirming compliance with all laws in that jurisdiction that apply to you as a result of that access or any consequential transactions or dealings with us, the Website or other users. You are responsible for, and must pay the cost of, all telecommunications and internet access charges incurred when using the Website, whether or not such access has been arranged by us.</p> <p>(f) The placement and ranking of Listings in search results on the Website may vary and depend on a variety of factors, such as Prospective Tenant search parameters and preferences, Landlord requirements, Listing price (if any) and availability, number and quality of images amongst other things.</p> <p>(g) Where the Website contains links to other websites, we do not control those websites, and we are not responsible for the privacy practices of the content of such websites. We do not take responsibility for the content in, or currency of, any externally linked sites. The inclusion of any link within the Website does not imply endorsement by use of the linked site, nor does it suggest any relationship with the organisation linked.</p>
<p>15. Limitation of Liability</p>	<p>(a) To the extent permitted by law, any condition, warranty or statutory guarantee that would otherwise be implied into these terms and conditions or apply to any goods or services supplied hereunder is hereby excluded.</p>

	<p>Where legislation implies any condition or warranty, or otherwise prescribes a statutory guarantee, and that legislation permits us to limit our liability under any such condition, warranty or guarantee, that condition or warranty will be deemed included, or that guarantee apply, but our liability will be limited for a breach of that condition, warranty or guarantee to, at uTenant's option:</p> <ul style="list-style-type: none"> (i) in the case of goods, the repair or replacement of those goods, the supply of equivalent goods, the payment of the cost of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of services, supplying those services again, or paying the cost of having the services supplied again. <p>(b) Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. We do not warrant and cannot ensure the security of any data or information which you transmit to us, and accordingly any information which you transmit to us is transmitted at your own risk.</p> <p>(c) To the extent permitted by law, we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Website or any linked website.</p> <p>(d) We do not accept any responsibility or liability for any information or material that you may submit to the Website, nor do we accept any responsibility for any use or misuse that you or any other person makes of information or content that you may submit to the Website.</p> <p>(e) We do not accept any liability for the accuracy or content of any material posted by other users on the Website. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material submitted by another person.</p> <p>(f) If you download any material from the Website, you acknowledge that we are not liable to you for any loss or damage, however caused, arising from the downloading or subsequent use of the downloaded content.</p> <p>(g) To the extent permitted by law, we also do not accept responsibility for any harm or death caused to any person who uses, or relies on, any information sourced from this Website.</p>
<p>16. Indemnity</p>	<p>You indemnify us, our related bodies corporate, and our directors and employees, for any loss or damage suffered because of:</p> <ul style="list-style-type: none"> (a) a breach by you of these Terms or warranties contained therein; (b) any infringement of our intellectual property caused by you; (c) any claim by a third party of infringement of their intellectual property rights because of content provided on the Website by you, whether or not that use was authorised by you. <p>Each Registered User indemnifies us for any loss or damage suffered because of a breach warranty, or breach of terms, contained in clause 5, including any Transaction Fee we would have been entitled had you complied with these Terms and the warranties been true and correct.</p>
<p>17. Copyright</p>	<p>Copyright in the Website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed to uTenant. Other than for the purposes of, and</p>

	<p>subject to the conditions prescribed under the <i>Copyright Act 1968</i> (Cth) or other applicable laws, and except as expressly authorised by these terms and conditions, you may not, without uTenant's written permission, in any form or by any means:</p> <p>(a) adapt, reproduce, store, distribute, print, display, perform, publish, upload to a third party, link to or create derivative works from any part of the Website; or</p> <p>(b) commercialise any information, products or services obtained from any part of the Website.</p>
<p>18. Personal information</p>	<p>(a) We may collect information about people using the Website including contact information, personal information, profile images, preferences, posts, comments, and links. This information may be used:</p> <p>(i) to provide the Service, including exchanging contact details between Landlords and Prospective Tenants;</p> <p>(ii) to improve and maintain the useability of our Website;</p> <p>(iii) to monitor who is accessing the Website or using services offered on the Website, to assist us with the safety of the Website, addressing inappropriate conduct and enforcing these terms and conditions;</p> <p>(iv) to send news and information about our activities and general promotional material which we believe may be of interest, relevant, to you;</p> <p>(v) to understand the demographic of people interacting with the Service;</p> <p>(vi) to provide advertisements, content and features that match the profile or interests of those whose information has been collected by us; and</p> <p>(vii) to monitor and analyse trends, usage, and activities in connection with the Service including the Website.</p> <p>(b) Unless you otherwise opt out, you also consent to providing some or all of your personal information to third parties determined by us, to promote their services to you.</p> <p>(c) We utilise cookies and similar technologies (such as local storage) to provide you with content more efficiently and provide you with Website features. We use cookies (small pieces of data we store for an extended period of time on your computer, mobile phone, or other device) to make the Website easier to use, to ensure proper communication of information for your use of the Website, and to protect both you and the secure areas of the Website. For example, we use secure cookies for session authentication. This enhances your security while using the site and makes it easier for you to login when you revisit the Website. You can remove or block cookies using the settings in your browser, but in some cases that may prevent you from being able to use the Website properly.</p> <p>(d) In addition to our authority under these Terms, we may preserve the content of any information or other electronic communication received by us if we believe we have the legal requirement to do so.</p> <p>(e) If you wish to comment on or query how we collect, hold, use or disclose personal information, or if you wish to make an inquiry regarding any personal information relating to you that may be in our possession, contact us on matt@utenant.com.au.</p>

<p>19. Termination of access</p>	<p>(a) Access to the Website may be terminated at any time by us without notice.</p> <p>(b) Termination does not affect your or our pre-existing rights against each other in respect of any past breach (including our Limitation of Liability and Release).</p>
<p>20. Governing law</p>	<p>These terms and conditions are governed by the laws in force in the State of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction. If users access the Website from outside Australia they accept responsibility for ensuring or confirming compliance with all laws in that jurisdiction that apply to them as a result of that access or any consequent transactions or dealings with us, the Website or other users.</p>
<p>21. Third Party Licences</p>	<p>The Google Maps service is made available to you under licence from Google Inc. By using the Google Maps service and any data or information accessed from Google Maps, you also agree to be bound by the Google Maps terms and conditions available at www.google.com/intl/en_us/help/terms_maps.html.</p>
<p>22. Variations to terms and conditions</p>	<p>We may at our discretion amend these Terms at any time. Any use of the Website or Service will be on the then current Terms published at that time, provided that no variation may reduce our obligations or liability to you in respect of matters preceding the variation and, if the variation would result in a material change to either party's rights or obligations in respect of Listings in place at the time of variation that may cause you material detriment, we will give you at least seven (7) days' written notice via email before the variation is to take effect.</p>

