
Urban DC. Website Terms & Conditions

Welcome to www.urban-dc.com.au (**the Site**). The Site is owned and operated by Urban DC Pty Ltd ACN 165 641 789 (**Urban DC/we/us**).

The use of this website is subject to the following Terms & Conditions, the [Privacy Policy](#) and any additional terms and conditions and notices displayed by us on this website from time to time (together "**Terms of Use**"). In the Terms of Use, "you" means the person accessing or using this website or the services provided through or in connection with this website.

1. Acceptance

These Terms of Use govern your access to and use of the Site. By browsing, accessing or using the Site or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and warrant that you have read, understood and agree to be bound by these Terms of Use and any additional terms and conditions notified to you from time to time. These Terms of Use form a legally binding agreement between Urban DC and you. If you do not agree to these Terms of Use, you must immediately exit and not access or use the Site.

2. Disclaimer of warranties and representations

- 2.1 Any prices, images, drawings, floor plans, dimensions, layout, design features, materials and fittings, views, areas, photographs and artist's impressions displayed on the Site are for presentation purposes and indicative only. They should not be relied upon as an accurate representation of the final product. These may only be used as a guide only and are subject to change. Interested parties are responsible for assessing the relevant and accuracy of the content on the Site and should make their own enquiries and seek independent advice before acting. The content on the Site is not an offer to sell nor does it form part of any contract of sale.
- 2.2 Prices, specifications and details for a particular home and/or package will be set out in the specific building contract.
- 2.3 We will endeavour to provide accurate and up-to-date information on this Site but, except as required by law, we give no express or implied warranties or guarantees, and make no representations, in relation to this Site. In particular, while care has been taken in creating this Site, Urban DC does not warrant or represent that:
- 2.3.1 the information or any material provided on this website is accurate, complete, up to date or suitable for any purpose;
 - 2.3.2 the Site itself is free from any computer viruses or other defects; or
 - 2.3.3 your access to this Site will be continuous or uninterrupted.
- 2.4 You are responsible for making your own assessment of the information available on or through the Site, and you should verify all relevant representations, statements and information before you rely on that information.

3. Expression of interest

You may request further information about particular property development or properties at this Site. Your expression of interest is not binding on you or us and does not form the basis of any contractual or other legal rights.

4. Acceptance of risk and release from liability

- 4.1 You are wholly responsible for your participation on the Site and you use the Site at your own risk. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of the Site or your conduct in connection with the Site in any circumstance.
- 4.2 You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Site, including any breach by you of these Terms of Use.
- 4.3 To the maximum extent permitted by law, we exclude all implied representations and warranties which might apply in relation to your use of the Site. You may have rights under the *Competition and Consumer Act 2010* (Cth) in respect of any goods or services supplied to you under these Terms of Use. If so, our liability to you is limited to, at our election:
- 4.3.1 in the case of goods supplied to you by us, replacement of the goods or supply of equivalent goods, repairing the goods, paying the cost of replacing the goods or of acquiring equivalent goods or paying the cost of having the goods repaired; or
 - 4.3.2 in the case of services supplied or offered by us, the supply of the services again or paying the cost of having the services supplied again.
- 4.4 In no circumstances will we be liable for any indirect, punitive or consequential loss or damages, loss of income, profits, goodwill, data, contracts, or use of money, or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

5. Prohibited activities

- 5.1 When using this website, you must not:
- 5.1.1 infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
 - 5.1.2 reproduce any Site Content (as defined below) without our express written permission, which we may grant or withhold at our absolute discretion;
 - 5.1.3 seek reimbursement from any other party for access to the Site or on-sell any information obtained from the Site;
 - 5.1.4 engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Site, conduct yourself in an offensive manner while using the Site, or use the Site for any illegal, immoral or harmful purpose;
 - 5.1.5 submit, post, upload, email or otherwise send or transmit to the Site, or any user of the Site, anything that contains software viruses or any other computer code, files

or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Site; or

- 5.1.6 interfere with the Site or the servers or networks underlying or connected to the Site or violate any of the procedures, policies or regulations of the Site or any networks connected to the Site.

6. Security

We use our reasonable endeavors to minimise viruses and bugs from infiltrating the Site, however, due to the nature of the internet, the Site may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Site or any linked web site.

7. Intellectual Property

- 7.1 The entire contents and design subsisting in, relating to or arising out of the Site and available through or in connection with the Site including but not limited to copyright, logos, trade marks, designs, text, graphics, images, information, applications and other files, and their selection and arrangement (the **Site Content**) are the intellectual property of us, our content providers or our licensors, with all rights reserved.
- 7.2 You must not do anything, or omit to do anything, which may infringe our intellectual property rights, except with our express written permission. This includes reproducing any part of the Site or Site Content.

8. Links to other websites

The Site may contain links to third party sites. Access to any other internet site linked to the Site is at your own risk and we accept no responsibility for the accuracy or reliability of any information, data, opinions, advice or statements made in any third party sites. Linked websites are responsible for their own terms and conditions of use.

9. Applicable law

- 9.1 The content, operation and interpretation of this website and the Terms of Use will be governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of a dispute arising out of, or in connection with, this website.
- 9.2 This Site may be accessed throughout Australia and overseas. Urban DC makes no representation that the content provided by the website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the website from outside Australia, you do so at your own risk and are responsible for ensuring that your access to this website is not illegal or prohibited by laws which apply to you.

10. Contacting us

If you have any questions about our Terms of Use or any queries or concerns about this website, please email us at info@urban-dc.com.au. Alternatively, you can call us on **03 9654 6222** or contact us by post at **Level 1, 162 Williams Road, Prahran, Victoria, 3181**.

11. Changes to Terms of Use

We may change these Terms of Use at any time. If we do so, an amended version will be posted on the Site. Your continued use of the Site after any changes are made to the Terms of Use will be deemed to constitute your acceptance of those changes. If you object to any changes, your only remedy is to discontinue your use of the Site. You are responsible for keeping up to date of any changes by regularly reviewing these Terms of Use.