



Terms and Conditions

Introduction

These TERMS & CONDITIONS relate to the Melbourne Body Corporate Management (MBCM) Pty Ltd website, including, without limitation, any website that is owned or operated by or on behalf of Melbourne Body Corporate Management (MBCM) Pty Ltd Group (hereafter known as MBCM) and any website available through the www.mbcm.com.au domain name and any sub-domains related to the www.mbcm.com.au domain name (collectively referred to as “this Website”).

The material on this Website is copyright © Melbourne Body Corporate Management (MBCM) Pty Ltd. This Website contains intellectual property, including, without limitation, software and materials belonging to MBCM.

This Website may only be used in accordance with these following TERMS & CONDITIONS. In these TERMS & CONDITIONS we refer to the person who accesses or uses this Website as either “you” or “your”, as the context may require.

Users who violate these Terms may have their access and use of the MBCM website and services suspended or terminated, at MBCM’s discretion.

1. General Terms

Your access to and use of this Website and the Materials is conditional on your acceptance of these TERMS OF CONDITIONS. If you do not accept these TERMS & CONDITIONS, you must immediately cease all access or use of, and desist from any future access or use of, this Website. Your access or use of this website constitutes your agreement to be bound by these terms of conditions.

2. Contents of the Website

This Website contains content and information including, without limitation, software, text, programs, interactive facilities, graphics, photographs and video (“Content”). Some Content may be arranged into, without limitation, documents, forms, articles and any other materials whatsoever (“Materials”). Some Content is capable of transfer or download by any person accessing this Website.

All Content and Materials provided on and through this Website may only be used in accordance with these TERMS & CONDITIONS and MBCM’s COPYRIGHT NOTICE.

The Contents may, at the sole discretion of MBCM from time to time, include Materials that have been created by or for third parties. All such Materials are reproduced on this Website for your information and convenience only and are not intended to replace or be used in substitution for information or materials provided by their authors, creators or publishers.

3. Information on the Website

Whilst every effort is made to update the information contained on this website, neither MBCM nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) (“information”) and shall not be bound in any manner by any information contained on the website.

MBCM reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes.

You and your company rely on the information contained on this website at your own risk. If you find an error or omission at this site, please let us know.

4. Sections of the Website

MBCM may, at the sole discretion of MBCM, require that any section or part of this Website ("Section") may only be accessed by persons who have been granted access permissions by MBCM.

In this event MBCM may provide to you a unique username and password, or other method of access at the sole discretion of MBCM (the "Login"). For the sake of certainty, MBCM has no obligation to provide you with a Login and, in the event that MBCM has provided you with a Login, may cancel that Login at any time and for any reason whatsoever without providing you with those reasons or notice.

5. Login Information

In order to provide you with an User Login, MBCM may require you to register with MBCM. Registration with MBCM will require you to provide personal information to MBCM. Any personal information that you provide to MBCM will be collected, used and disclosed in accordance with the PRIVACY POLICY published by MBCM on this Website.

For the avoidance of doubt, the PRIVACY POLICY must be read in conjunction with, and form part of, these TERMS & CONDITIONS. In the event that there is any inconsistency between these TERMS & CONDITIONS and the PRIVACY POLICY, these TERMS & CONDITIONS shall prevail to the extent of that inconsistency.

6. Login Terms

In the event that MBCM provides you with a Login, you agree that:

- MBCM may collect, use and disclose your personal information provided that any such collection, use and disclosure is in accordance with the Privacy Policy; the Login is non-transferable;
- you shall not:
 - disclose the Login to any other person;
 - provide any false or misleading information to MBCM or create a Login for any other person; or
 - attempt to sell, offer to sell, sell or license your Login to any person
- you shall keep the details of the Login safe and confidential; and
- you accept all liability for any activities whatsoever conducted using the Login that is issued to you under clause 5
- MBCM may, from time to time and in MBCM's sole discretion:
 - revoke, vary, suspend or cancel the Login;
 - carry out maintenance or other work on this Website, that may limit or deny access to you; or
 - limit or deny access to this Website or part of this Website, for any reason.

7. Trade Marks

The trade marks, names, logos and service marks (collectively "trade marks") displayed on this website are registered and unregistered trade marks of MBCM. Nothing contained on this website should be construed as granting any licence or right to use any trade mark without the prior written permission of MBCM.

8. Intellectual Property Rights and Licence

MBCM owns and reserves all intellectual property rights, including, but not limited to, copyright in the Materials, the Content or services provided by this Website.

Except as expressly provided in these TERMS & CONDITIONS, nothing set out in these TERMS & CONDITIONS shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.



Except with the express written consent of MBCM, you must not use this Website or the Content, for any of the following purposes:

- the reproduction of the Content in any material form;
- the distribution of the Content in any material form;
- re-transmission of the Content by any medium of communication;
- uploading or reposting the Content to any other site or location on the WWW, on-line service or bulletin board; or
- “framing” the material on this Website with other material on any other WWW site or location, on-line service or bulletin board.

You must not:

- decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Website or the Content;
- use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users;
- use any software, device, or manual process to monitor or copy this Website or the Content without MBCM’s prior written permission. Any unauthorised use of this Website or its Content is prohibited. Without limiting the generality of this clause you must not cache the Content of this Website without the consent of MBCM;
- use any Content, or this Website, to cause offence, harm, injury, hurt, damage or loss of any kind whatsoever to MBCM or to any other person;
- use any Content, or this Website, in a manner that is, in the reasonable opinion of MBCM, defamatory, racist, pornographic, or that depicts acts of violence or unlawful acts, or that may spread hatred against any person or group, or that vilifies any person, people or religion, or that may cause offence or harm;
- modify, mimic or copy:
 - the layout of this Website; or
 - any computer software or code contained in this Website.

9. External Links

External links may be provided for your convenience, but they are beyond the control of MBCM and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links, you must refer to that external website’s terms and conditions of use.

No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of MBCM. Please contact us if you would like to link to this website or would like to request a link to your website.

10. User Submissions

MBCM is not responsible for any material submitted by you on the website. MBCM reserves the right to remove any material submitted or posted by you on this Website, without notice to you, if it becomes aware and determines, in its sole and absolute discretion that you are or there is the likelihood that you may, including but not limited to:



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- defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
 - publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
 - post or upload files that contain viruses, corrupted files or any other similar software or programmes that may damage the operation of the Website Owner's and/or a third party's computer system and/or network;
 - violate any copyright, trademark, other applicable Australian or international laws or intellectual property rights of the MBCM or any other third party.

11. Specific Use

You further agree not to use this Website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify MBCM against any loss, liability, damage or expense of whatever nature which MBCM or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the website to send or post any such message or material.

12. Warranties

MBCM makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, your or your company's personal information or material and information transmitted over our system.

13. Disclaimer of Liability

MBCM shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over our system. In particular, neither the MBCM nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

14. Alteration

MBCM may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

15. Applicable Laws

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of State of Victoria, Australia without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the Court of State of Victoria, Australia in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith. For further information contact:

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