

1.1 Terms of Use

Please carefully read the following terms and conditions.

Terms of Use

This Website (referred to in these Terms of Access as the “Website”) is owned and operated by the Orr Investment Group trading as Kangy Grove Estate on the World Wide Web (“WWW”).

The material on the Website is copyright © 2014 to the Orr Investment Group and/or other copyright owners.

The Website is available for you to:

- (a) Access conditional on your acceptance without alteration of the terms and conditions set out below/on this linked page. By continuing to access the Website you are agreeing to the terms and conditions set out below in Pt A [on this linked page to Pt A paragraphs A-U].
- (b) Provide information about your product or service conditional on your acceptance without alteration of the terms and conditions set out below/on this linked page. By continuing to provide information about your product or service you are agreeing to the terms and conditions set out below in Pt B [on this linked page to Pt B paragraphs 1-8].

Part A — Use of material on the Website

A. Except for the limited use set out in paragraph B you may not use the Website, or the material contained on it, for any purpose. This involves:

- (a) the reproduction of the material in any material form;
- (b) the distribution of the material in any material form;
- (c) re-transmission of the material by any medium of communication;
- (d) uploading and/or reposting the material to any other site on the WWW;
- (e) “framing” the material on the Website with other material on any other WWW site.

The above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Access.

B. Notwithstanding the above restrictions on use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trade mark notices contained on the material.

C. You may not modify or copy:

- (a) the layout of the Website; and
- (b) any computer software and code contained in the Website.

D. The Owner reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Website is provided for personal use only and may not be:

- (a) re-sold and/or re-distributed in any material form;
 - (b) stored in any storage media; and/or
 - (c) re-transmitted in any media,
- without the prior written consent of the Owner.

Links to other Websites

F. The Website contains links to sites on the WWW owned and operated by third parties and which are not under the control of the Owner.

G. In relation to the other sites on the WWW, which are linked to the Website, the Owner:

- (a) provides the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by the Owner of the linked site; and
- (b) is not responsible for the material contained on those linked sites.

Disclaimer 1

H. The Owner is making the Website available for others to publish information without assuming a duty of care to users. The Owner is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the WWW.

I. To the full extent permitted by law the Owner disclaims any and all warranties, express or implied, regarding:

(a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and

(b) Merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.

J. The Owner will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:

(a) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; and

(b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites.

Disclaimer 2

K. The Owner does not warrant guarantee or make any representation that:

(a) the Website, or the server that makes the site available on the WWW are free of software viruses;

(b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and

(c) Errors and defects in the Website will be corrected.

L. The Owner is not liable to you for:

(a) errors or omissions in the Website, or linked sites on the WWW;

(b) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and

(c) defamatory, offensive or illegal conduct of any user of the Website, whether caused through negligence of the Owner, its employees or independent contractors, or through any other cause.

M. You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

Limitation of liability

N. Disclaimer 1 and/or Disclaimer 2 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law the Owner's liability for any implied warranty or condition is limited, at the choice of the Owner, to one or more of the following:

If the breach of an implied warranty or condition relates to services:

(a) the supply of the services again; or

(b) the payment of the cost of having the services supplied again.

If the breach of an implied warranty or condition relates to goods:

(a) the replacement of the goods or the supply of equivalent goods;

(b) the repair of such goods;

(c) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the

goods repaired.

Use of information gathered

O. The Owner and/or people authorised by it may gather and process the information:

(a) which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and

(b) regarding the way in which you use the Website including, without limitation, information acquired through the use of “cookies” programmed during the accessing of the Website.

P. The Owner may authorise others to offer you goods and services using the information acquired through (a) and (b) above.

Termination of access

Q. The Owner may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and the Owner has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

Alteration of Terms of Access

R. The Owner reserves the right to change these Terms of Access:

(a) with or without further notice to you; and

(b) without giving you any explanation or justification for such change.

Relevant jurisdiction

S. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

T. This Agreement will be governed by and interpreted in accordance with the law of New South Wales, Australia, without giving effect to any principles of conflicts of laws.

U. You agree to the jurisdiction of the courts of New South Wales, Australia, to determine any dispute arising out of this Agreement.

Part B — Terms and conditions relating to the providing of information about your product or service

Uploading information

A. You represent and warrant in relation to any material and/or information you provide to the Website that:

(a) you are authorised to provide the material and/or information;

(b) the material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;

(c) the material and/or information is not the “passing off” of any product or service and does not constitute unfair competition;

(d) the material and/or information does not infringe any intellectual property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential information and copyright; and

(e) the material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the Trade Practices Act 1974 (Cth) and the [Fair Trading Act 1987 (NSW) and equivalent state and territory legislation] and any other parliament competent to legislate in relation to the Website or any law in any country where the material and/or information is or will be available electronically to users of this Website.

Licence to use intellectual property

B. By uploading any material which is intellectual property including, but not limited to, copyrighted

works, trade marks and service marks (the “intellectual property”) on to the Website, you are granting the Owner a perpetual, non-exclusive and payment-free licence throughout the world to:

- (a) reproduce, use and exploit the intellectual property, as part of the Website, to the full extent permitted by intellectual property law in any jurisdiction in which the Website is available to users; and
- (b) allow the Owner to sub-licence others the same rights granted to the Owner in (a) above.

Removal of information

C. In relation to any material and/or information included on the Website, the Owner may remove any material and/or information, including but not limited to links to other sites on the WWW, at any time without giving any explanation or justification for removing the material and/or information.

Limit of liability

D. The Owner and its respective officers, employees and agents have no liability for any costs, losses or damages of any kind, which you may incur, arising whether directly or indirectly. This applies in relation to or in connection with any material and/or information supplied in respect of advertising on this Website; and as a consequence of removing any material and/or information from this Website.

Indemnity

E. You will at all times indemnify and keep indemnified the Owner and its respective officers, employees and agents (in this para 4 referred to as “those indemnified”) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose out of, in connection with or in respect of any breach of this Agreement by you; and publication of or distribution of the material and/or information supplied by you.

Relevant jurisdiction

F. If any part of this Agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.

G. This Agreement will be governed by and interpreted in accordance with the law of the New South Wales, Australia, without giving effect to any principles of conflicts of laws.

H. You agree to the jurisdiction of the courts of the New South Wales, Australia to determine any dispute arising out of this Agreement.

1.2 Privacy Policy

This Privacy Policy applies to Kangy Grove Estate operated by Orr Investment Group Pty Ltd, ABN: 30495614147 under the domain name kangygrove.com.au ("Website"). In this Privacy Policy the terms "we", "us" and "our" are a reference to Kangy Grove Estate.

Kangy Grove Estate is committed to protecting your privacy and is bound by the Privacy Act 1988 (Cth) ("Privacy Act") and must comply with the National Privacy Principles. You can find more information about the Privacy Act and the National Privacy Principles on the Federal Privacy Commissioner's website at <http://www.privacy.gov.au>.

We believe in keeping your personal information highly secure and that you have the right to be informed about how we deal with that information. If on reading this policy you are unclear on any of the matters or simply want more information, please contact us on the telephone number or addresses provided below.

1. About Kangy Grove Estate and this Privacy Policy

Kangy Grove Estate recognises the importance of safeguarding your personal information. We may need to obtain personal information about you in the course of providing our services, sales, purchases and/or rental to the Website User.

We want you to understand the terms and conditions surrounding the capture and use of any information we gather. This Privacy Policy discloses what information we gather, how we use this information and how you can correct or change it. Changes to this document are made periodically.

2. Collection

It is our usual practice to gather two types of information about you:

- a. Personal information, provided by you for the services we offer;
- b. Information generated by our system which tracks traffic to our Website;
- c. Personal information, provided by you when applying for a rental agreement, the sale or purchase of one of our homes

3. Use of Personal Information

We use the personal information we collect:

- To contact you;
- To assist in providing the services you request;
- To process rental applications and agreements;
- To process sales documents;
- To process home purchase documents; and
- For the purpose of future marketing, promotion and publicity by us.

At any time, you have the option to opt out from receiving any future marketing material by contacting Kangy Grove Estate.

4. Voluntary Submission of Information

You may use the website without disclosing personally identifiable information, and we will not obtain such information about you unless you choose to submit it to us. Any information you submit will be used internally only. Submission of information authorises such internal use by us. In particular, please note that submission of an e-mail authorises us to contact you via e-mail.

5. Holding, correction and updating of personal information

Any personal information that you provide to us will be collected and held by an administrative member relevant to your region and service, to find out who is holding your information contact Kangy Grove Estate on 02 4362 2444. Under the Privacy Act you have the right to access, and to request us to correct, personal information we hold. If you find that information we hold about you is incorrect, please contact us immediately and we will correct it.

6. E-Mail

Our Website provides opportunities for Users to e-mail various individuals. This functionality is for business purposes only.

7. Disclosure of Information

We will not rent, sell or exchange information about you to third parties except where you consent, or except where you would expect the information to be disclosed, or except where we have indicated we may disclose (including, for example, to our related entities); or except where we are legally obliged to disclose such information.

8. Protection and Security of Personal Information

We take responsible steps to protect all personal information we collect or hold about our users from misuse and loss, and from unauthorised access, modification and disclosure.

9. Other Sites

Our Website contains links to third party websites, for your convenience and information. When you access a third-party Website, please understand that we are not responsible for the privacy practices of that Website. We suggest that you review the privacy policies of each site you visit.

10. Cookies

We may use a cookie file containing information that can identify the computer you are working from. You can choose to refuse cookies by turning them off in your browser and/or deleting them from your hard drive. You will not be able to maintain a logged-in session if cookies are not used.

11. Changes to this Privacy Policy

We reserve the right to change this Privacy Policy at any time. Not all changes to our Privacy Policy will require the consent of our Users. We will notify our Users of any change to our information handling policy that requires your consent before implementing.

12. Failure to provide information

Failure to provide the necessary personal information when requested may result in certain services provided by us not being available to you.

13. Coverage and Complaints

Our privacy policy statement covers Kangy Grove Estate operated by Orr Investment Group Pty Ltd, ABN: 30495614147. If you have any complaint on the basis that you feel your privacy has been breached because we have failed to comply with this Privacy Policy, you should contact us using the following methods:

Postal Address:

Kangy Grove Estate
Dalgetty Rd, Kangy Angy NSW 2258

Phone: 02 4362 2444

Email: info@kangygrove.com.au

This privacy policy was last updated 29th December 2014.