

TASMANIAN PROPERTIES SUBSCRIPTION TERMS & AGREEMENT

1. INTRODUCTION

Welcome to the Tasmanian Properties Website. We start every new subscriber relationship with a contract, which we refer to in our quote. The following contract sets out what you can expect from us, and what we in turn, expect from you. If you agree to what you read below, you should click "Yes" at the end of the contract to acknowledge that you have agreed. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by clicking "Yes" will you be able to access and use the services available on the Tasmanian Properties Website.

2. ACCESS AND SERVICES

Your access to the various services available on this system depends on the category of membership that you select. You may change or discontinue your account at any time. We reserve the right to modify, suspend or terminate access to the service on our system at any time for any reason without notice or refund, including the right to require you to change your login identification code or password. We also reserve the right to delete all program and data files associated with your account and/or other information you have on our system.

3. FEES AND PAYMENT

We will charge you a standard monthly fee for using our system as well as additional fees depending on the type of subscription you have selected. You should review the quote we have provided before signing up for a subscription. As outlined in the quote you will be given the opportunity to pay by electronic fund transfer, credit card or by cheque when you sign up. Your subscription will not activate until funds have cleared into our account. You can cancel your account at any time, but you will remain liable for all charges accrued up to that time, including full monthly charges for the month for which you discontinued service. We reserve the right to change our fees at any time for any reason, but, whenever possible, we will give you at least one month's advance notice of such change.

4. WEBSITE RULES

You agree to be bound by certain rules that are important for the proper use of this service. Your failure to follow these rules, whether listed below in the contract or in bulletins posted at various points on our Tasmanian Properties Website, may result in termination of your service. First, do not tell others your password or let your account be used by anyone except yourself. Second, do not attempt to log in more than once at the same time on any given account without specific permission of our moderator. Third, while you should feel free to express yourself, you should respect other users of the system and not do anything to attack or injure others. Fourth, do not use our system to commit a crime, or to plan, encourage or help others commit a crime, including crimes relating to computers.

5. PRIVACY CONSIDERATIONS

Your communications on this system are, in most cases, viewed only by you and anyone to whom you address your message. However, as system operators, we may need to review or monitor your electronic mail and other communications from time to time. In addition, we reserve the right to copy and distribute to third parties any information associated with your activities on the system. Therefore, you should not expect to have a right to privacy in any of your communications.

6. PROPRIETARY RIGHTS

The entire contents and design of Tasmanian Properties site, including all trademarks, text, images and audio and video files, is proprietary to us or our content providers and is protected by copyright laws. You may not reproduce, modify, copy, distribute, transmit, communicate, display, publish or use any material contained on the Tasmanian Properties Website without our express prior written permission or the permission of the relevant copyright owner. You acknowledge that any breach by you of this clause may cause damage to us which cannot adequately be remedied by damages and that if you breach or act in a way which threatens to breach this paragraph, we may seek injunctive relief against you.

By posting messages, uploading files, inputting data, or engaging in any form of communication on our system, you are hereby granting to the public an unrestricted license to use, copy, modify, adapt or document in any form any communications, information or any underlying work in which you may possess proprietary rights, including but not limited to copyright rights. All users of the system are therefore deemed to have disclaimed or waived all copyright ownership rights in their messages or files, even if they contain copyright notices. You shall have absolutely no recourse against us as the system provider for any alleged or actual infringement of any proprietary rights to which you may claim ownership.

Your use of our system affords you access to many of the features of our system, but some aspects of our system remain within our exclusive proprietary control. We or our suppliers own the intellectual property rights to any and all protectable components of our system, including but not limited to the computer software, the related documentation, the end-user interfaces, the name of our system, many of the individual features, and the collective works consisting of sequences of all public messages on our system. You may not reproduce any sequence of messages from our system, either electronically or in print, without our permission. In addition; you may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile or disassemble any aspect of the system that we or our suppliers own.

7. DESIGNATED COPYRIGHT SCHEME

The Copyright Regulations 1969 (Cth) establish a safe harbour scheme which limits the remedies available against carriage service providers for copyright infringement relating to certain online activities. Our designated representative to receive notifications and notices issued under that scheme in relation to all activities carried out by us as a carriage service provider is:

Title: Manager
Email: info@tasmanian.properties
Postal address: Level 2, 118 Murray Street, Hobart, 7000

8. WAIVER RELEASE AND LIMITATION OF LIABILITY

You agree that to the extent permitted by law neither we, nor our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers shall have any liability to you under any theory of liability or indemnity in connection with your use of the Tasmanian Properties Website. You hereby release and forever waive any and all claims you may have against us or our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers (including but not limited to claims based upon our negligence or the negligence of our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers) for any loss or damage you sustain in connection with your use of the Tasmanian Properties Web Site. Our liability for any claim arising from a breach of any term or condition implied by any law which may not be excluded will be limited to the maximum extent permissible which, in the case of services, will be to the re-supply of the relevant services or the payment of the cost of having the relevant services re-supplied.

Notwithstanding the foregoing paragraph, to the extent permitted by law, the total liability of us, our officers, directors, employees, agents, information providers, partners, advertisers, licensors and suppliers, if any, for any loss or damage arising in connection with Tasmanian Properties Web Site

shall not exceed the greater of the quantum of fees paid by you for your subscription provided or AUD\$200. Except where such limitation is prohibited by law, in no event shall we, our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers be liable to you for any loss or damage other than the amount referred to above, and their liability for all other loss or damage, whether direct or indirect, special, incidental, consequential or punitive, arising from any use of the Tasmanian Properties Web Site is hereby excluded even if we or our officers, directors, employees, agents, information providers, partners, advertisers, licensors or suppliers have been advised of the possibility of such damages.

Neither we, nor any of our affiliates, directors, officers or employees, nor any third party vendor will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of Tasmanian Properties Web Site, or resulting from the act or omission of any other party involved in making the Tasmanian Properties Web Site or the information contained therein available to you, or from any other cause relating to your access to or your inability to access the Tasmanian Properties Web Site or that information, whether or not the circumstances giving rise to such cause may have been within our control or the control of any vendor providing software or services support to us.

Third Party Rights

The provisions of Indemnification and the Waiver, Release and Limitation of Liability are for our benefit and the benefit of our officers, directors, employees, agents, partners, advertisers, information providers, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

9. DISCLAIMERS OF WARRANTY

The Tasmanian Properties Web Site is provided on an 'as is, with all faults and as available' basis and to the extent permitted by law without any warranties of any kind, either expressed or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, warranties of title or non-infringement, or warranties arising from course of dealing or custom of trade. Although we strive to provide valuable and accurate information we make no representation or warranty that any content of the Tasmanian Properties Web Site is accurate, complete, appropriate, reliable or timely. We also make no representation or warranty that your access to and use of the Tasmanian Property Web Site will be uninterrupted, secure, error-free, free of viruses or unauthorised code or other harmful components. We reserve the right to discontinue operating the Tasmanian Properties website at any time without notice.

10. CHOICE OF LAW

You agree that this Agreement shall for all purposes be governed by and construed in accordance with the laws of the State of Tasmania and that any action arising out of this Agreement shall be litigated and enforced under the laws of the State of Tasmania. In addition, you agree to submit to the jurisdiction of the courts of Tasmania, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Tasmania.

11. GENERAL

Subscribers and sponsors of Tasmanian Properties Web Site and/or its e-newsletters have no influence on editorial content or presentation.

You may not assign or transfer any of your rights or obligations under these Terms and Conditions without our prior written consent.

Our relationship with you under these Terms and Conditions is one of independent contractors and not of partnership, joint venture or principal and agent.

We will send any legal notices or communications regarding your service account to your nominated email address. Please ensure that a valid email address is recorded at all times. Your primary point of contact with us should be via the "Contact Us" facility on the hipages.com.au Web Site. Any formal notices or communications should be sent to our postal address set out at the beginning of these Terms and Conditions. A notice sent to you by email or facsimile will be deemed to have been received by you 24 hours after it was sent, regardless of whether or not you have actually read the notice. Notices sent by mail will be deemed to have been received 3 days after the date of mailing (7 days if sent to or from outside Australia).

If any clause or provision of these Terms and Conditions is determined to be illegal, invalid or unenforceable or capable of termination by a party in any jurisdiction in which these Terms and Conditions are to operate, then such clause or provision will be construed, to the extent feasible, to render the clause or provision enforceable. If no feasible interpretation would save such clause or provision, it will be severed from the remainder of these Terms and Conditions without affecting the enforceability of all remaining clauses and provisions.

12. ACKNOWLEDGMENT

This Agreement represents the entire understanding between you and us regarding your subscription to Tasmanian Properties and supersedes any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE SUBSCRIBER AGREEMENT, please click the "Yes" button below. If you do not agree to the terms of the Subscriber Agreement, please click "No".