

## **Website Disclaimer**

### **Purpose**

This Website ("Website") has been created for Azinna Pty Ltd ABN 83 941 375 496 and its agents, officers or employees ("Azinna") for the information of potential tenants, licensees and occupiers ("tenants") to assist them in deciding if they wish to make further enquiries regarding the rental of a property at the proposed retail development at Ramleigh Boulevard, Clyde North Victoria known as "Ramleigh Springs Village". By viewing the contents of or using this website, the tenants agree to this Website Disclaimer without limitation of qualification.

Any new features or tools which are added to the Website shall also be subject to this Website Disclaimer. Tenants can review the most current version of the Website Disclaimer at any time on this page. Azinna reserves the right to update, change or replace any part of this Website Disclaimer. It is the tenant's responsibility to check this page periodically for changes. The Tenant's continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

Azinna reserves the right to modify this Website Disclaimer from time to time at its sole discretion.

### **Access and use**

Unless otherwise agreed in writing, this Website may only be used for personal, non-commercial use. This Website and its content, including links, are provided to tenants 'as is' and access to and use of this website is at the tenant's own risk.

The information contained in this Website is a guide only and does not constitute an offer or binding agreement to lease any part of the property. Azinna does not provide any representation or warranty as to the quality, accuracy or completeness of the information on this Website, or to the fitness of any property referred to on this Website for any particular purpose. All potential **tenants must** undertake independent due diligence and are responsible for assessing the accuracy of the contents of this Website.

Potential **tenants** should not rely on any materials, photographs, artists' impressions, drawings, plans or any other types of images, details, dimensions, sizes, locations, statistics, data, future predictions, specifications, data or inclusions ("Information") in this Website as statements or representations of fact, as they are indicative only, subject to change, may not be to scale, and are subject to obtaining the relevant consents from the applicable authorities. Facilities and buildings depicted in this Website may not be constructed as depicted herein. Some Information is provided by third parties. Whilst every care has been taken in preparing the materials appearing on this Website, the Information may unintentionally include inaccuracies or errors, and Azinna expressly disclaims any responsibility for any error or misstatement contained herein. In no event will Azinna be liable for any damages, losses, injuries or causes of action (including but not limited to negligence), whether direct, indirect, consequential or incidental, due to any use of or reliance on this Website.

### **Intellectual property**

Unless otherwise indicated, Azinna owns or licences from third parties all intellectual property in this Website. Nothing on the Website should be interpreted as granting any rights to the commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

A tenant's use of the Website and use of or access to any content does not grant that tenant any right, title or interest in the Website or the content. Tenants may not reproduce, adapt, modify, display, publish, perform, distribute, store, transmit, decompile or reverse engineer or otherwise exploit any intellectual property on the Website. In addition, tenants must not copy the content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

Any reproduction or redistribution of this Website or the content is prohibited and may result in civil and criminal penalties.

## **Disclaimer**

To the maximum extent permitted by law, Azinna does not make any warranties or representations, whether express or implied, that the Website or a tenant's access to or use of them will be uninterrupted, secure or error free, that any defects in the Website will be corrected or that the Website is free of viruses or other malicious computer code.

To the maximum extent permitted by law, Azinna does not make any warranties or representations, whether express or implied, that the information on the Website is accurate, complete, suitable or current.

Tenants acknowledge and agree that Azinna is not liable to them or anyone else for any claim, loss, damages and expenses (including legal costs) in connection with the use of this Website.

## **Limitation of liability**

To the maximum extent permitted by law, all tenants acknowledge and agree Azinna will not be liable for and each tenant forever releases and discharges Azinna from any claims that they have now or may have against Azinna for any direct, indirect, special, consequential or other damages that result from, are connected with, arise out of, or are incidental to a tenant's access or use of, or inability to access or use this Website or part of this Website, including viruses or other malicious computer code, unauthorised use of tenant user information, or the accuracy, completeness, suitability or currency of any information or content.

Azinna's liability that results from, is connected with, arises out of, or is incidental to a tenant's access or use of, or inability to access or use, this Website or part of this Website, and which cannot be lawfully excluded, is limited to resupplying this Website or any part of it to the tenant or to paying for the resupply of this Website or any part of it to the tenant (at our option).

Azinna's liability is limited to the extent that it is caused, or contributed to, by a tenant.

## **Indemnity**

To the maximum extent permitted by law, each tenant agrees to indemnify Azinna and keep Azinna indemnified against all claims, loss, damages and expenses (including legal costs) incurred by Azinna that result from, are connected with, arise out of, or are incidental to a tenant's access or use of, or inability to access or use, the Website or part of the Website, including viruses or other malicious computer code, unauthorised use of tenant user information, or the accuracy, completeness, suitability or currency of any information or contents.

## **Third party advertisement**

Azinna may from time to time facilitate the advertising of third party products or services. Azinna does not endorse any products or services advertised by, or any material of, any third parties on this Website, and provides no warranty whatsoever as to the quality, accuracy, suitability or fitness of purpose for such products or services. In reviewing this Website, potential tenants undertake the responsibility of assessing the accuracy and suitability of any third party advertisement or material.

## **Governing Law**

By reviewing this Website, potential **tenants** accept that any dispute about this Website or its contents is to be determined by the court having jurisdiction in, and in accordance with the laws in force in, Victoria, Australia, except any principle of conflict of laws inconsistent with this requirement.