



MY PROPERTY SYSTEM

[TERMS & CONDITIONS](#)

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Website Terms and Conditions of Use

1. About the Website

1.1. Welcome to www.mypropertysystem.com.au (the 'Website'). The Website TBA - Services (the 'Services').

1.2. The Website is operated by Vantage Property Solutions ABN: 18 150 361 237

Access to and use of the Website, or any of its associated Products or Services, is provided by Vantage Property Solutions. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.

1.3. Vantage Property Solutions reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Vantage Property Solutions updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Vantage Property Solutions in the user interface.

3. Subscription to use the Services

3.1. In order to access the Services, you must first purchase a subscription through the Website (the 'Subscription') and pay the applicable fee for the selected Subscription (the 'Subscription Fee').

3.2. In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.

3.3. Once you have purchased the Subscription, you will then be required to register for an account through the Website before you can access the Services (the 'Account').

3.4. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:

- (a) Full Name
- (b) Email address
- (c) Preferred username
- (d) Mailing address
- (e) Telephone number
- (f) Password

- 3.5. You warrant that any information you give to Vantage Property Solutions in the course of completing the registration process will always be accurate, correct and up to date.
- 3.6. Once you have completed the registration process, you will be a registered member of the Website ('Member') and agree to be bound by the Terms. As a Member you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (the 'Subscription Period').
- 3.7. You may not use the Services and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with Vantage Property Solutions; or
 - (b) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
- (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Vantage Property Solutions of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Vantage Property Solutions providing the Services;
 - (e) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Vantage Property Solutions;
 - (f) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
 - (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Vantage Property Solutions for any illegal or unauthorised use of the Website; and
 - (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Payment

- 5.1. Where the option is given to you, you may make payment of the Subscription Fee by way of:
- (a) PayPal ('PayPal')
 - (b) Credit Card
- 5.2. All payments made in the course of your use of the Services are made using PayPal, and/or Credit Card. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the PayPal terms and conditions which are available on their website.
- 5.3. You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee .
- 5.4. You agree and acknowledge that Vantage Property Solutions can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

6. Refund Policy

Vantage Property Solutions will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of Vantage Property Solutions makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (the 'Refund').

7. Copyright and Intellectual Property

- 7.1. The Website, the Services and all of the related products of Vantage Property Solutions are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Vantage Property Solutions or its contributors.
- 7.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Vantage Property Solutions, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to: Vantage Property Solutions ABN: 18 150 361 237 does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Vantage Property Solutions.
- (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.

Vantage Property Solutions does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Vantage Property Solutions.

- 7.3. Vantage Property Solutions retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:

(a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

(b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

(c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.

- 7.4. You may not, without the prior written permission of Vantage Property Solutions and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

8. Privacy

- 8.1. Vantage Property Solutions takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Vantage Property Solutions Privacy Policy, which is available on the Website.

9. General Disclaimer

- 9.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

- 9.2. Subject to this clause, and to the extent permitted by law:

(a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

(b) Vantage Property Solutions will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee),

loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Vantage Property Solutions make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Vantage Property Solutions) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

(a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;

(b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);

(c) costs incurred as a result of you using the Website, the Services or any of the products of Vantage Property Solutions; and

(d) the Services or operation in respect to links which are provided for your convenience.

10. Limitation of liability

10.1. Vantage Property Solutions total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

10.2. You expressly understand and agree that Vantage Property Solutions, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11. Termination of Contract

11.1. The Terms will continue to apply until terminated by either you or by Vantage Property Solutions as set out below.

11.2. If you want to terminate the Terms, you may do so by:

Your notice should be sent, in writing, to Vantage Property Solutions via the 'Contact Us' link on our homepage.

- (a) not renewing the Subscription prior to the end of the Subscription Period;
- (b) providing Vantage Property Solutions with '7' days' notice of your intention to terminate; and
- (c) closing your accounts for all of the services which you use, where Vantage Property Solutions has made this option available to you.

11.3. Vantage Property Solutions may at any time, terminate the Terms with you if:

- (a) you do not renew the Subscription at the end of the Subscription Period;
- (b) you have breached any provision of the Terms or intend to breach any provision;
- (c) Vantage Property Solutions is required to do so by law;
- (d) the provision of the Services to you by Vantage Property Solutions is, in the opinion of Vantage Property Solutions, no longer commercially viable.

11.4. Subject to local applicable laws, Vantage Property Solutions reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Vantage Property Solutions name or reputation or violates the rights of those of another party.

12. Indemnity

12.1. You agree to indemnify Vantage Property Solutions, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

13. Dispute Resolution

13.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

13.2. Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3. Resolution:

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must:

(a) Within '28' days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

(b) If for any reason whatsoever, '28' days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Vantage Property Solutions - DISPUTE BODY or his or her nominee;

(c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

(d) The mediation will be held in the office of Vantage Property Solutions -THE COMPANY or through online methods, Australia.

13.4. Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13.5. Termination of Mediation:

If 1 week have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. Venue and Jurisdiction

The Services offered by Vantage Property Solutions - Company is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

15. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

Other things to consider:

We own the contacts and market information and can but not limited to, sharing with other subscribers and third parties.

PRIVACY POLICY

At Vantage Property Solutions, we take a great deal of care when we handle your personal information and we do so in line with the 13 Australian Privacy Principles (APPs) that can be found at the OAIC website (www.oaic.gov.au).

Vantage Property Solutions has developed a simplified and extended policy to help you better understand how your data is stored and used by us, as well as the purpose for which it is used and why. This simplified version will give you a quick snapshot, or if you're up for a thorough read, please view our extended Privacy Policy further below.

This Privacy Policy applies to personal information collected by Vantage Property Solutions (www.mypropertysystem.com.au).

What does Personal Information mean?

Personal information is information that may identify you or by which your identity may be reasonably determined. Such personal information may include your name, address, other contact details, your date of birth, or any other information that may be provided by you in order to access or make use of our services at www.mypropertysystem.com.au. In this privacy policy, 'personal information' has the same meaning as defined by section 6 of the *Privacy Act 1988* ('Privacy Act').
How is my Personal Information Collected?

The main way we collect personal information is through you directly or through your authorised representative. That is, when you visit us at www.mypropertysystem.com.au and submit your personal information or request your personal information to be used (i.e. by subscribing to an email newsletter or filling out a contact form).

We sometimes collect personal information from a third party or from a publicly available source, but only if:

- you have consented to such collection or would reasonably expect us to collect your personal information in this way, or
- if it is necessary for a specific purpose such as the investigation of a privacy complaint.

Your personal information may be collected through the following services that are used on our website:

- User contact forms
- Mailing list
- When you sign up with us and create a login with us
- Credit card payments including PayPal
- Contacting Support
- 3rd party commenting (Disqus, Livefyre, IntenseDebate, Google+ etc)
- Social Network widgets and buttons (Pinterest, Twitter etc)
- Advertising
- Third party polling and survey plugins (GetFeedback, Survey Monkey etc)
- Cookies & Analytics
- Direct Marketing

We only collect personal information for purposes which are directly related to our functions or activities under the Privacy Act, the Freedom of Information Act 1982 (FOI Act), and only when it is necessary for or directly related to such purposes.

How do you use my Personal Information?

We only use personal information for the purposes of which we collected have it – purposes which are directly related to one of our functions or activities that on the whole create a better user experience for you at www.mypropertysystem.com.au.

We do not give personal information about an individual to any government agencies, private sector organisations or anyone else unless one of the following applies:

- you have consented
- you would reasonably expect, or have told us, that information of this kind is usually passed to those individuals, bodies or agencies
- it is otherwise required or authorised by law
- it will prevent or lessen a serious and imminent threat to somebody's life or health, or
- it is reasonably necessary for the enforcement of the criminal law or of a law imposing a pecuniary penalty, or for the protection of public revenue.

Is my Personal Information Stored Securely?

We take steps to protect the personal information we hold against loss, unauthorised access, use, modification or disclosure, and against other misuse.

When the personal information that we collect is no longer required or you request for it to be removed - we destroy or delete it in a secure manner.

Can I Access or Change the Personal Information I give you?

Yes, you can access the personal information that we hold about you, and you can ask us to correct the personal information we hold about you. For more information, please contact us directly using the contact details below.

Our Obligations

Vantage Property Solutions is bound by the Australian Privacy Principles in the Privacy Act. We care about our users and do everything we can to adhere to the 13 Australian Privacy Principles as per the OAIC guidelines.

How to Contact Us

For further information contact us at support@mypropertysystem.com.au or alternatively you can write to us at Vantage Property Solutions, PO Box 7005, Kariong, NSW 2250

This privacy policy was created on 26/07/20 by My Privacy Policy.