

# BLANC HOMES WEBSITE TERMS & CONDITIONS

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The website [www.blanchomes.com.au](http://www.blanchomes.com.au) (**the Website**) is owned and operated by The Trustee for Lexmyawinar Family Trust (ABN 28 851 913 455) trading as 'Blanc Homes' (**Blanc**) under the domain name [blanchomes.com.au](http://blanchomes.com.au)

Please read and consider these terms of use (**'Terms of Use'**) carefully before choosing whether to use the services offered by Blanc (**Blanc Services'**). Your use of all information, data files, written text, computer software, photographs, graphics, video, images and materials which you may have access to as part of, or through your use of the Website (**'Content'**) is governed by this User Agreement. By using the Website, you agree to be bound by these Terms of Use.

If you do not agree with these Terms of Use do not use the Website

## 1. Acceptance and Changes to the Terms of Use

Your use of the Website constitutes your acceptance of the Terms of Use. If

you do not agree to the Terms of Use, do not use or access the Website.

These are the current Terms of Use. They replace any other terms of use for the Website published on the Website to date.

Blanc may at any time vary the Terms of Use by publishing the varied Terms of Use on the Website, and posting a notice of the change on the Website. You accept that by doing this, we have provided you with sufficient notice of the variation of the Terms of Use.

The new Terms of Use will be effective immediately and your continued use of and/or access to the Website after such change constitutes acceptance of the changes by you. For that reason, you should check the 'last update' date at the end of these Terms of Use each time you visit the Website, and review the Terms of Use if updated since your previous review.

If you do not agree with the varied Terms of Use, then you must cease your use of the Website accordingly.

## 2. Intellectual property rights

### a. BLANC Content

All Intellectual Property rights in the Content are owned by Blanc or are licensed to Blanc.

Blanc grants users a limited, revocable, non-sub licensable licence to view the Content solely for personal use in connection with using the Website.

Except where necessary for viewing the Content on the Website on your browser, or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws or these Terms of Use, you must not reproduce, modify, translate, publish, upload to a third party, link to, frame, perform in public, distribute or transmit any of the Content in any form by any process without Blanc's specific prior written consent.

### b. Proprietary marks

"BLANC", and all associated trade marks, are trade marks of Blanc.

Users undertake not to remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Website.

## **12. User Conduct**

Any breach of the following may be grounds for immediate termination of your access to the Website.

### **a. No lifting of Content**

You must not use any robot, spider, screen scraper, data aggregation tools, deep-link or other automatic or manual process to access, monitor, copy or extract any part of the Website or any Content; or to in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content; or to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website.

### **b. No hacking**

You must not attempt to gain unauthorized access to any part of the Website, or any other systems or networks connected to the Website, or to any Blanc server, or to any of the services offered through the Website, by hacking, password “mining” or any other illegitimate means.

You must not probe, scan or test the vulnerability of the Website or any network connected to the Website. You must not breach the security or authentication measures on the Website or any network connected to the Website.

### **c. No interference or overloading**

You must not interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website.

You must not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Blanc’s systems or networks, or any systems or networks connected to the Website or to Blanc.

## **18 Links to other websites**

The Website may contain links to third party websites. We do not sponsor or endorse the operators or content of any linked websites. Subject to any applicable law which cannot be excluded, we make no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any linked websites, material or products or services.

## **19 Information available on the Website**

The Website provides general information only. Some parts of the Website’s Content is provided by third parties.

While Blanc has taken reasonable steps to ensure the information provided on this Website is accurate and up to date, Blanc does not warrant the reliability, accuracy, correctness or completeness of any of the information or services provided on the Website. Users of the Website must rely solely on their own assessments and verification of the Website’s Content.

## **20 Availability of the Website**

As electronic services are subject to interruption or breakdown, access to the Website is offered on an “as is” and “as available” basis.

We do not guarantee that access to the Website will function as intended or be uninterrupted.

We do not represent or warrant that the Content on the Website, or the facilities that make it available, will not cause damage or are free from any computer virus or any other defects or errors.

We may withdraw the Website at any time and without notice to you. We may limit or restrict the use you make of the Website.

All Content is provided without guarantees or warranties of any kind, either express or implied. All terms implied by law, except those that cannot be lawfully excluded, are excluded. All Content is subject to change without notice.

## **21 Purchases and other terms**

### **Additional terms**

In addition to these Terms of Use, other terms of use or conditions may apply to your use of specific parts of the Website. By using these parts of the Website, you also agree to be bound by these additional terms.

Additional terms and conditions may apply to your purchases or provision of services from the Website. By participating, or engaging us to provide a service, you agree to be bound by these additional terms.

If there is a conflict between these Terms of Use and the terms applicable to a specific part of the Website or for any service offered through the Website, the latter terms will prevail with respect to your use of that part of the Website or the specific service.

### **Blanc Services**

Blanc’s obligations, if any, with regard to its services are governed solely by the agreements pursuant to which those services are provided, and nothing on the Website alters such agreements.

Blanc may make changes to services offered on the Website, or to the prices for those services, at any time, without notice. Content on the Website relating to services may be out of date, and Blanc makes no commitment to update such Content.

## **22 Limitation of Liability**

Subject to any responsibilities implied by law and which cannot be excluded, Blanc and its owners, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any Content on the Website, to any material on linked websites, or to your access or use of the Website, howsoever caused, whether in contract, tort (including negligence), statute or otherwise.

Our liability for breach of a condition or warranty implied by law which cannot be excluded is limited to the extent possible, at our option, to the supply of the services again, or the payment of the cost of having the services supplied again or repaired.

### **23 Indemnity**

You indemnify Blanc in respect of any liability, loss, damage, cost or expense suffered or incurred us arising from or in connection with your breach of these Terms of Use or your use of the Website.

### **24 Jurisdiction**

The law applicable to the Website and to disputes arising from or in connection with the Website is the law of the State of Western Australia, Australia.

You irrevocably submit to the exclusive jurisdiction of the courts of Western Australia.

### **25 Definitions**

The meanings of the terms used in this document are set out below:

**Content** means all information, data files, written text, computer software, music, audio files or other sounds, photographs, graphics, videos or other images and materials which you may have access to as part of, or through your use of the blanchomes.com.au website

**Intellectual Property** means all current and future intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, copyright and analogous rights, circuit layouts, confidential information, trade secrets, know-how and other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time, and any right to apply for registration of, or any application for, such rights.

**Terms of Use** means these Website Terms of Use.

**Blanc, our, us or we** means The Trustee for Lexmyawinar Family Trust (ABN 28 851 913 455) trading as 'Blanc Homes'

**you or your** means the person who accepts these Terms of Use, either personally or on behalf of an association or other legal entity and includes, if acceptance is on behalf of an association or other legal entity, the association or other legal entities' officers, employees, members and agents.