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## 1. This Site

1. This Site is owned and operated by Property Returns ABN 113 002 234 (the company) under the domain name [www.PropertyReturns.com.au](http://www.PropertyReturns.com.au) (the Site).
2. The use of this Site constitutes acceptance of, and compliance with, the terms, conditions, notices and disclaimers contained in this document (collectively known as TERMS OF USE).
3. If by law or otherwise any of the terms should be determined invalid, unenforceable or illegal, they shall be removed and deleted from the terms and the remaining terms shall remain in full force and continue to be binding and enforceable.

## 2. Intellectual Property

1. All content within this Site is owned by Property Returns Pty Ltd and is protected by Australian and International copyright and trademark laws. Copyright laws prohibit anyone from modifying, copying, distributing or transmitting any designs, ideas or adapting the HTML codes either accidentally or purposely. You cannot reverse engineer, compile or assemble any on-line software which is located or associated with this Site, without the prior written permission of Property Returns Pty Ltd. All rights reserved.

## 3. Limitation of Liability

1. Other than any responsibilities implied by law, you agree to indemnify all members of Property Returns, affiliates, staff, employees, agents, or other partners harmless from any claim or demand, including reasonable legal fees, whatsoever arising out of or referable to material on this Site or to any linked third party material, whether in contract, tort including negligence, statute or otherwise.
2. Liability of any member of Property Returns for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at Property Returns option, to:

a) The supply of the goods or services, or the payment of the cost of having the goods is limited at the option of Property Returns to providing without further charge a refund of the amount paid by you in respect of your use of the services supplied again or the service replaced.

## 4. Warranties

1. Whilst every effort has been taken to ensure the accuracy of the information provided by Property Returns and its employees in the Site pages, the contents of the Site reflect the opinions of the writers. However, Property Returns does not warrant the accuracy, adequacy or completeness of any material on this Site. It is your responsibility to check on the accuracy of the facts and opinions on this Site. All information is subject to change without notice.
2. Property Returns recognises the community concern in the transmission of computer viruses. Whilst effort has been taken to ensure that the Site is free from viruses, no warranties are given or guarantees that the Site or any linked third party Site will be free from viruses.
3. You expressly understand and agree that your use of the service is at your sole risk and that the Property Returns Site is provided on an "as is" and "as available" basis.

Property Returns makes no warranty that:

- a. the Site will meet your requirements;
- b. the Site will be uninterrupted, timely, secure, or error-free;
- c. the results that may be obtained from the use of the Site will be accurate or reliable;

- d. the quality of any products, services, obtained on the Site will meet your requirements or expectations;
- e. Property Returns does not warrant that the Site will operate error-free or that the Site and its server are free of computer viruses, malicious code or other harmful mechanisms;
- f. You understand and agree that any data downloaded or otherwise obtained through the use of the Site is done at your own risk and discretion and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

## **5. Limitation of Liability and Indemnity**

Other than any responsibilities implied by law, you agree to release, indemnify, and hold each and every member of Property Returns, affiliates, staff, its contractors, agents, officers, directors, or other partners shareholders harmless from all claims, demands, liabilities, damages, costs, including reasonable legal fees and expenses of third parties relating to or arising under these Terms of Use, including without limitation infringement or dilution by you, or someone else using our services from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the services provided, whether in contract, tort including negligence, statute or otherwise.

## **6. Jurisdiction**

All information and services contained within the Property Returns Site are governed by and are to be construed according to the laws applicable in the State of Queensland and the Commonwealth of Australia. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland.

## **7. Our Commitment**

1. We understand that the privacy of your personal details, and the security of your transactions with us, is of paramount importance to you. Property Returns has therefore adopted data protection policies with respect to your privacy and security.
2. We are committed to preserving and respecting your privacy and complying with the National Privacy Principles embodied in the new Privacy Act which are in effect as at December 2001.
3. Should you wish to contact us in relation to Privacy, please contact us on 1300 TAX 221.

## **8. Information Collected**

1. When you make an inquiry, sign up or contact Property Returns for our services, we request information such as name, address, personal and work telephone numbers, payment details and any other personal information required to provide the property depreciation services.
2. We do not collect sensitive information such as your race, religion, beliefs or sexual preference except where you have consented or where we are permitted or required by law to do so.

## **9. Non-Identifying Information**

1. To improve our performance, we do operate statistics gathering software on our web Site to collect information about the number of visitors coming to the Site. No identifying information is collected by this software.
2. We make use of "cookies" technology on our web Site. We use cookies to improve the functionality of our web Site, not to store any of your personal information. Cookies cannot determine the identity of individual users. It is a feature of your Internet browser which you can disable at any time, but if you disable this feature you may not be able to access all of the functionality of our web Site.

## **10. Use of Personal Information**

We use your personal information:

1. To identify you so that we can provide our services to you.
2. To provide you with the quotation you have requested via our Site by passing the information you have provided to a local service provider.

3. In some cases to other Property Return companies and contractors providing our services.
4. To monitor and address complaints, other feedback, and to resolve disputes.
5. To improve the services we provide to you and to inform you about any improvements or changes in services.
6. For sales support and product upgrades (in the form of newsletters, surveys).

#### **11. Disclosure of Personal Information**

1. Generally, we will not disclose personal information we collect about you to any third parties without your prior consent. Similarly, we will not sell any information we collect about you.
2. We will disclose your personal information, without notice or your consent, only if:
3. We are required to do so by law or in the good faith belief that such action is necessary to conform with the laws, applicable code of conduct or legal process served on us in relation to our business or web Site;
4. To protect and defend the rights or property of Property Returns;
5. If we sell our business or part of it;
6. In extreme circumstances, to protect the personal safety of users of Property Return's services, its web Site, our staff or the public.

#### **12. Accessing and Updating Personal Information**

1. We will take all reasonable steps to ensure that your personal information which we collect, use or disclose is accurate, complete and up-to-date.
2. If you wish to access the information we hold about you, please contact Property Returns at 1300 TAX 221.
3. If you contact us via telephone, you will need to answer a few security questions before any personal information is revealed or amended.
4. You can also request that incorrect information about you be corrected or deleted.

#### **13. E-Commerce Security**

1. We take all reasonable steps to protect the security of the personal information that we hold. This includes appropriate measures to protect electronic materials and materials stored and generated in hard copy.
2. You should be aware that the Internet is not a secure environment. Constant changes to the Internet and technology mean that we cannot guarantee that data transmission will be 100% secure, or safe from attack by unauthorised intruders. If you use the Internet to send us information, including your email address, it is sent at your own risk.
3. Every purchase you make with Property Returns is as secure as the current technology will allow, the personal details of your payments are encoded with SSL encryption. This protects the information from outside hackers.
4. All credit card payments to Property Returns are processed through the National Australia Bank secure credit card network payment system. NO CREDIT CARD DETAILS ARE STORED ON PROPERTY RETURNS computer system.
5. You must comply with the terms and conditions of the financial institution through which you are making your payment to us. We disclaim any liability for any delay or failure of a financial institution or other third party to remit to us the amount of the prescribed fee. You indemnify us for any loss that we incur through, or in connection with, your use of third party payment facilities.
6. If you do not wish to provide your credit card details over the Internet when paying for a product/service you can download and complete the "Print and Fax Order Form" from our Site.

#### **14. Updating our Privacy Statement**

We may revise or update our privacy statement from time to time. Should we do so, we will update the policy on our web Site.

#### **15. Complaints and further information**

If you have a complaint about any aspect of our privacy procedures or would like further information please contact Property Returns on 1300 TAX 221. We will deal promptly with your complaint. If we cannot resolve the complaint to your satisfaction within a reasonable time, you or we may refer the complaint to the Privacy Commissioner.