

AHR Terms of Use

Australian Holiday Homes Terms of Use Policy

Updated 17th October 2008

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE.

INTRODUCTION

Australian Home Renovations Pty Ltd ("AHR") owns and operates this site (the "Australian Holiday Homes (AHH) Site") in conjunction with our affiliates, licensors, licensees, partners and others pursuant to contractual arrangements for your personal entertainment, information, education and communication. These Terms of Use apply to and govern your use of the AHH Site. Your use of the AHH Site signifies your agreement to be bound by these Terms of Use. We reserve the right, at our sole discretion, to change, modify, add, remove or otherwise update these Terms of Use at any time. Please check these terms periodically for changes. Your continued use of this AHH Site following the posting of such changes to these terms will mean you accept those changes.

If you do not agree to these Terms of Use, please do not use the AHR Site.

TRADEMARKS, COPYRIGHTS & RESTRICTIONS

All materials contained in the AHH Site are the copyrighted property of AHR or its subsidiaries or affiliated companies and/or third party licensors. Trademarks, service marks, trade names, logos and/or domain names (including, but not limited to, the individual names of movies or other entertainment productions and providers associated herewith), where not the property of AHR or its affiliates, are trademarks, service marks, trade names, logos and/or domain names of their respective owners ("Third Party Marks").

Except as otherwise expressly provided herein, you may not copy, reproduce, perform, create derivative works from, republish, upload, edit, post, transmit or distribute in any way whatsoever, any material from this site (the "Materials") without the prior written permission of AHR. Modification of the materials or use of the materials for any other purpose by you shall constitute a violation of copyrights and other proprietary rights. Use of any such Material on any other web site or other networked computer environment is strictly prohibited without the prior written consent of AHR.

You agree not to interfere with or interrupt or attempt to interfere with or attempt to interrupt the operation of the AHH Site in any way through or by, any means or device.

AHR hereby grants you a personal, non-exclusive, nonassignable and non-transferable license to use and display, for non-commercial and personal use only, one copy of any Materials and/or software that you may download from the AHH Site, including without limitation, any files, codes, audio or images incorporated in or generated by the software (collectively, the "Downloaded Material") provided, however, that you must maintain all copyright and other notices contained in such downloaded material. You acknowledge and agree that you may not sublicense, assign or otherwise transfer this license or the Downloaded Material and that no title to the Downloaded Material has been or will be transferred to you from AHR or anyone else. You also agree that you will not alter, disassemble, de-compile, reverse engineer or otherwise reduce the Downloaded Material to a human-readable form, or transfer the Downloaded Material to any third party.

LINKED SITES

The AHH Site contains links to third party web sites, and other parties may also reference, advertise or link to the AHH Site (collectively, "Linked Sites"). AHR is not affiliated with these Linked Sites and is not responsible for their content. Visitors to these web sites should refer to each site's terms of use and privacy policy.

The links provided on the AHH Site are for your convenience only and you access them at your own risk.

DISCLAIMER

THE MATERIALS IN THIS AHR SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT FUNCTIONS CONTAINED IN THE MATERIALS ON THE AHR SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE AHR SITE OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE MATERIALS ON THE AHR SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE AHR SITE OR MATERIALS OR FUNCTIONS ON ANY SUCH SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE AHR SITE.

JURISDICTIONAL ISSUES

This site is controlled and operated in NSW, Australia. We make no representations that materials in this site are appropriate or available for use in other locations. If you chose to access this site from other locations, you do so at your own risk and you are responsible for compliance with any and all local laws, if and to the extent local laws are applicable. No software from this site may be downloaded, exported or re-exported into (or to a national or resident of) any countries that are subject to Australian export restrictions.

GENERAL PROVISIONS These terms shall be governed by, construed and enforced in accordance with the laws of the state of NSW, Australia., without giving effect to any principles of conflicts of law. You agree that any action at law or inequity arising out of or relating to these terms shall be led only in the state or federal courts located in the city of Sydney, NSW, Australia. , and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. Any heading, caption or paragraph title contained herein is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof.