

Website Terms of Use

SPG No 6 Pty Ltd (Flourish Symphony) A.C.N. 682 089 961

Site	SPG No 6 Pty Ltd and its related entities (referred to in this document ("Policy") as "we", "us" or "our", "the company") operates the flourishsymphony.com.au website and associated social media platforms ("Site"). The Site may consist of information, interactive courseware, opinions, text, graphics, animations, links, audio, video, software, photos, music, sounds, and other material and data provided by us, third parties or other users formatted, organised, and collected in a variety of forms including, without limitation, courses, bulletin board postings, databases, and electronic mail services. The Site, provides information regarding our real estate, property development and related services, together with general information intended for members of the public. The information published on the Site is of a general nature only.
General	This Policy will be governed by and interpreted in accordance with the laws of Queensland. Users will not use our Site for any purpose or in any way which is unlawful. In relation to any dispute arising out of the use of our Site, the user and the Company agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and courts competent to hear appeals from those courts. Any omission on our part to exercise any right under this Policy will not constitute a waiver of such right unless formally waived in writing by us.
Use of Site	By accessing and using the features of the Site, users agree to be bound by this Policy as amended by us from time to time. Users must not: • use the Site in breach of any applicable law; • interfere with or disrupt the operation or security of the Site; • upload or transmit any virus, malware or other harmful codes; • attempt to gain unauthorised access to the Site, its servers or associated systems; • use automated software, bots or scraping tools to extract content from the Site without our prior written consent; or • use the Site in a manner that infringes the rights of any other person. Breaches of this Policy may result in a user's access to the features of the Site being cancelled at our sole discretion.

Privacy	Your use of the site is also governed by our Privacy Policy, which explains how we collect, use, disclose, and protect your personal information. Our Privacy Policy also explains how we may collect, use, verify, disclose and retain personal information where required to comply with applicable anti-money laundering and counter-terrorism financing laws. Where you elect to receive newsletters, property updates, marketing communications or other promotional material through the Site, the collection and use of your personal information will be governed by our Privacy Policy, You may withdraw your consent to receive marketing communications at any time using the unsubscribe facility included in those communications or by contacting us using the details set out in our Privacy Policy.
Information Submitted by Users	By submitting any enquiry, registration, appraisal request, inspection booking or other information through the Site, you warrant that: • the information provided is accurate and complete; • you are authorised to provided that information; and • you acknowledge that we may use that information in accordance with our Privacy Policy.
Third Party Content and Links	The Site may contain third-party hosted content which is subject to that party's terms and conditions of use. Nothing on the Site should be construed as granting an endorsement, licence or right for users to use that content. Users should consult the third party's terms and conditions of use in relation to any third-party content. We are not responsible for the content, availability, privacy practices or security of third party websites linked from our Site. Access to third party websites is entirely at your own risk.
Copyright and Intellectual Property	Material appearing on our Site is subject to copyright vested in us or third parties. All content on our Site is protected by Australian and International copyright and other intellectual property laws. Users must not do anything which interferes with or breaches those laws or the intellectual property rights in the content. Users may download, display or print a copy of material from our Site solely for their personal, non-commercial use provided that: • the material is not altered or modified in any way; • all copyright, trade mark and proprietary notices remain intact; • the material is properly attributed to us as the source, including a reference to https://sherpagroup.com.au/; and • the material is not otherwise used in a manner that infringes our intellectual property rights. We may revoke this permission at any time in our sole discretion.

	All other use of our Site content is not permitted without the copyright or trademark owner's permission. Apart from any use as permitted under the <i>Copyright Act 1968</i> (Cth), all other rights are reserved. Requests and inquiries concerning reproduction and rights should be addressed to hello@sherpagroup.com.au. External website images, if any, accessible on flourishsymphony.com.au are used with the permission of the authors of those websites and must not be reproduced without obtaining the permission of the author of those materials. The copyright in material appearing on content linked from our Site vests in the author of that material, or the author's licensee (subject to the operation of the <i>Copyright Act 1968</i> (Cth)). We recommend that users refer to the relevant external copyright statement before making use of any material.
Trade Marks	All trade marks, business names, logos, branding, graphics and other identifying material displayed on the Site are owned by us or used under licence. Nothing contained on the Site grants any licence or right to use any trade mark without our prior written consent.
Contributing Content	If users submit content to our Site in any format they grant us an irrevocable, non-exclusive, royalty-free, perpetual licence to publish that content on our Site. Users warrant that they have all of the necessary rights, including copyright, in the content they contribute, that their content is not defamatory and that it does not infringe any law. We reserve the right (but are under no obligation) to remove, edit, or refuse to publish any content submitted to the Site where we reasonably consider it inappropriate, unlawful or inconsistent with these Terms. Users waive any moral rights in their contribution for the purposes of its submission to and publication on our Site. We do not provide any protection as against third parties to the intellectual property in any material submitted. By submitting material, users warrant that they have all necessary permissions and licences for the use of that material and agree to indemnify us against any loss, liability, claim or demand (including legal fees) claimed by any third party arising from a breach of that warranty or this Policy.

Liability and Indemnity	We make no representation or warranty that the Site will always be available, uninterrupted, secure or free from errors, viruses or other harmful components. We accept no responsibility or liability in relation to any loss or damage that users incur, including damage to their software or hardware, arising from their use or access to our Site. We do not warrant that functions contained in our Site content, such as hyperlinks, will be uninterrupted or error free or that defects will be corrected. To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise are excluded. Our liability, for any breach of a term or condition implied by law is limited at our discretion, to the supply of any service again or the payment for the cost of having any service supplied again. Users indemnify us, our members, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from their use of our Site, including as a result of them submitting content to our Site in any form.
Australian Consumer Law	Nothing contained in these Terms excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the <i>Competition and Consumer Act 2010 (Cth)</i> or any other applicable legislation.
Disclaimer	The information contained on the Site is provided for general information purposes only. While we endeavour to keep the information current and accurate, we make no representation or warranty as to its completeness, accuracy or suitability for any particular purpose. Property information, pricing, floor plans, artist impressions, development information, availability and specifications displayed on the Site are indicative only and may change without notice. Interested persons should make their own enquiries before relying on any information contained on the Site. Nothing contained on the Site constitutes legal, financial, investment, taxation or property advice. Independent professional advice should be obtained before acting on any information contained on the Site. While every care has been taken in the preparation of this material, we do accept responsibility for any errors, including those caused by negligence, in the material. To the extent permitted by law, we make no statements, representations or warranties about the accuracy or completeness of the information and users should not rely on it. Users are advised to make their own independent inquiries regarding the accuracy of any information provided on our Site. We disclaim all responsibility and all liability (including liability for negligence) for all expenses, losses, damages and costs you might incur as a result of the information being inaccurate or incomplete in any way. Links to third party websites, social media or mobile applications (if applicable) do not constitute endorsement or approval of those websites or the owners of those websites.

Changes to Terms	We may amend these Terms from time to time by publishing an updated version on the Site. Your continued use of the Site following publication of any amended Terms constitutes acceptance of those amended Terms.
Severability	If any provision of these Terms is found to be invalid, illegal or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.