

Terms of Use for Website – Camberwell Ltd

These Website Terms of Use apply to this Website which is operated by Cube Corporation Camberwell Developments Pty Ltd ACN 158 711 392 (**Developer**) under the domain name <http://www.camberwell-ltd.com/> (**Website**). In these Terms of Use, a reference to “Developer” includes a reference to the Vendor, Cube Corporation Camberwell Pty Ltd ACN 152 776 086 and each of the agents, employees and consultants of the Developer and the Vendor.

By proceeding beyond the homepage, you agree to accept these Terms of Use and we agree to grant you a non-exclusive, non-transferable licence to use this Website in accordance with the conditions set out below.

These Terms of Use may be revised and amended from time to time without notice and such revision or amendment will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use as amended.

The information contained in this Website is intended as a guide only. Whilst this Website has been prepared with all reasonable care and thought, no warranty is given as to the accuracy, currency or completeness of the information contained within it and it is not intended to be relied upon in any way.

All images are artist’s impressions only and are for illustrative purposes only.

Loose furniture, white goods, planters and any items depicted are not included in the sale of any apartment, are for illustrative purposes only and may not be to scale. Features appearing in images contained in this Website which fall outside the boundaries of the Development are not within the control of the Vendor, the Developer, or their respective agents, and are subject to change at any time. Images may not identify adjacent structures, features or landscaping. The area, layout and dimensions depicted in images of apartments and common property in the Development are not to scale and may differ from actual areas and measurements upon completion. Measurements are not of floor areas and may be based upon any methodology determined by the Vendor or Developer.

All prospective buyers are advised to carry out their own investigations in order to satisfy themselves as to all aspects of the development and should seek independent legal and financial advice in relation to all information contained in this Website before entering into a contract of sale to purchase an apartment in the Development. All prospective purchasers rely on their own enquiries in relation to the Development, including areas and dimensions of apartments and common property (it being acknowledged that there are different methodologies of measurement), having regard to the Architectural Plans, the Specifications, the Plan of Subdivision and any other information in the Contract and the Vendor’s Statement.

All information contained in this Website is expressly excluded from any contract of sale of any part of the Development. The Contract of Sale contains the only representations upon which a purchaser is entitled to rely.

The material contained in this Website does not constitute:

- an offer, inducement, representation, warranty or contract; or
- legal, financial or investment advice.

Prospective purchasers should make their own enquiries with regards to all information contained on this Website before taking or refraining from taking any action in relation to it.

Website Links

This Website may contain links to other websites operated by entities which do not belong to the Developer. Neither the Developer nor the Vendor has control over the information on those websites or the products or services on them. The Developer and the Vendor do not

make any representation regarding the accuracy of the information contained on those websites or endorsement of any services or products described on them. The Developer and the Vendor accept no liability for the content on those websites. Websites accessed via any link from this Website may be governed by their own terms of use.

A person must not create a link to this Website without the prior written consent of the Developer and/or the Vendor.

No Liability

The Developer and the Vendor hereby exclude all liability for any loss or damage suffered as a result of the use of this Website or reliance on the information contained within it by any person. Neither the Developer nor the Vendor will be liable for any indirect, incidental, special or consequential loss arising out of the use of this Website or the information contained herein, including for any loss of profits.

This includes any loss suffered in connection with the transmission of any computer virus or like matter.

Where liability cannot be excluded but may be limited, any liability incurred in relation to the use of this Website or the information contained herein is limited to the maximum extent permitted by law.

Nothing in these terms and conditions is intended to exclude, restrict or modify rights which you may have under the *Competition and Consumer Act 2010* (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.

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Privacy

The Developer and Vendor treat personal information with respect and integrity. Please view the Privacy Statement applicable to this Website here [<http://www.camberwell-ltd.com/>] for further information as to how the Developer and Vendor treat personal information received via this Website.

Severability

If any parts of these Terms of Use are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms of Use and it will not affect the validity and enforceability of the remaining provisions.

Applicable law

These Terms of Use are governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia.