

Adres Terms of use

These terms and conditions, together with our Privacy Policy, Cookies Policy and any additional terms, conditions and disclaimers on the Adres website (**Terms**) are the terms on which you have access to and use of our site and application (**Site**).

We may change the Terms at any time and post the new Terms on the Site. The new Terms will apply on the sooner of when you next use the Site or after 30 days. If you don't agree to the new Terms, you should stop using the Site.

Site and accessibility

1. We will use reasonable endeavours to ensure that the Site is always available, but we make no representation or warranty that your access to the Site will be uninterrupted, timely, secure or error free. Your access to the Site may be suspended without notice including, without limitation, in the case of system failure, maintenance or repair. Without limitation, we will not be liable for any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.
2. We may change or discontinue any feature or service (or part of any feature or service) on the Site at any time. The Site's functionality may not occur in real time and is subject to delays beyond our control including, without limitation, delays or latency due to your physical location or your internet provider's network.
3. You use the Site at your own sole risk.

Creating an account

4. To use the Site, you must be at least 18 years old and register using your name and an email address. You must only register once and create an account for yourself. You must not impersonate or create a registration for someone else. Creating an account is free. We may ask you for some identification to verify your identity. We may refuse any registration.
5. When creating an account, you must provide accurate and complete registration information and you must tell us about any changes to your registration information. We will deal your personal information in accordance with our Privacy Policy.
6. You must ensure that your registration details are kept secure and confidential. You are responsible for anything happens under or in connection with your account details and you must notify us immediately if you become aware of any unauthorised use of those account details.
7. We may, in our sole discretion, suspend or terminate your registration or access to all or any part of the Site, temporarily or permanently including, without limitation, if we believe that you've breached the Terms, have failed to pay for a listing on the Site or are no longer using

the Site. Without limiting other remedies, we may take any technical or legal steps to stop an account holder from using the Site if we think that they are acting inappropriately or acting inconsistently with the letter or spirit of our policies.

Your behaviour

8. You must not (and must not cause any other person to):
 - (a) violate any applicable laws or regulations while using, or in connection with your use of, the Site;
 - (b) use the Site (or Material obtained from the Site):
 - (i) to transmit (or authorise the transmission of) unsolicited emails;
 - (ii) to harm, abuse, harass, stalk, threaten or otherwise offend anyone; or
 - (iii) for any unlawful purpose;
 - (c) use the Site to make available (or attempt to make available) any Material that:
 - (i) is, or could be considered to be, inappropriate and/or offensive to anyone; or
 - (ii) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - (d) interfere with, disrupt, restrict access to or create any issue and/or adverse impact for on the Site and/or Adres in any way;
 - (e) use any device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Site or to collect content for any purpose; and/or
 - (f) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Site.

Material

9. By making available any Material via the Site, you warrant that the Material does not breach the Terms.
10. We may (but have no obligation to) :
 - (a) review, modify, reformat, reject or remove any Material which you make available (or attempt to make available) that we believe is in breach of the Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and

- (b) monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any investigation or request from the police or government.

You accept that Adres is not under any obligation to monitor any data or content which is submitted to or available on the Site and that we are not liable for unauthorised or unlawful content on the Site or the use of the Site.

11. We are not responsible for, and accept no liability with respect to, any Material made available through the use of the Site by any person other than us (and then, such Material made available by us, is subject to these Terms). You are solely responsible for all information that you give to Adres or provide in using the Site and any consequences that may result from information you provide. We will not be taken to have made Material available on the Site simply by facilitating others to make Material available or by advertising the services or products of others. And, we do not endorse any opinion, advice or statement made by any person other than us including, without limitation, any opinion, advice or statement in any Material made available by us.
12. You have no right, title or interest in or to any proprietary rights relating to the Site and/or Adres.
13. Except where expressly provided otherwise in the Terms, you may reproduce and display the Material on the Site for your own personal, non-commercial use only. The Material on the Site may not otherwise be used, stored, reproduced, published, altered, transmitted or exploited in any form, by any means or for any purpose in whole or part. Without limitation, you may not use any Material on the Site to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, website or other means of distribution.
14. We may provide links on the Site to other websites . Those websites are not part of Adres We don't accept any responsibility in connection with those website. If you use a link to go to those websites, you leave the Site entirely at your own risk.
15. You must not link to the Site from any other website without our prior express written consent.
16. Except where expressly stated otherwise, Material on the Site is provided as general information only. It is not intended as advice and must not be relied upon as advice.
17. We make no representation or warranty that any Material on the Site will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions in any such Material.
18. You will receive details on properties from other users. We do not guarantee the accuracy of communications by or on behalf of users or the reliability, accuracy or completeness of what is provided nor that it's free from errors or omissions. We will not be liable for loss resulting from any action or decision by you in reliance on the Material on the Site.

19. You acknowledge and agree that you should obtain independent legal and financial advice from appropriately qualified professional advisers and that you should take into account your personal objectives, financial situation and needs before buying or selling any property. Without limitation, users who are looking to sell a property should check the legal requirements to be met before you can offer your property for sale and/or to actually sell your property.
20. You acknowledge that we are not responsible for, and accept no liability in relation to, any other user's use of, access to or conduct in connection with the Site in any circumstance including, without limitation, any communications between users in relation to a possible match on the Site whether through the Site or outside the Site.
21. As a buyer, if you receive details of a possible match for the property you're searching for, you must communicate directly with the owner who has submitted the details of the potential match using the contact details provided by the owner. No contact in relation to that potential match should be made through the Site.
22. As an owner, once you have sent a submitted a potential match for a property a buyer is looking for, no future contact between you and the buyer must be through the Site. You must use the contact details you receive from a buyer if they make contact with you after receiving your potential match.
23. Without limiting previous terms, Adres will not receive or transmit messages between users in relation to possible matches once a potential match has been submitted by an owner.

Liability

24. To the extent permitted by law, we exclude all conditions and warranties relating to your use of the Site that are not expressly set out in the Terms.
25. To the extent that our liability for breach of any implied warranty or condition cannot be excluded by law, our liability will be limited, at our option, to, in the case of services supplied or offered by us, Adres supplying the services again or paying you the cost of having the services supplied again.
26. In relation to any express warranty or condition set out in the Terms in connection with goods or services supplied or offered by us via the Site, our liability to you will be limited to the amount(s) paid by you (if any) in respect of those goods or services. For the avoidance of doubt, by providing a website where users may find a match for a property, Adres is in no way buying or selling, offering to buy or sell or advising or acting in relation to the buying or selling of, property.
27. In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including, without limitation, loss of profits, revenue, goodwill or opportunity) of whatever nature howsoever arising in connection with the Site.
28. We facilitate payments for listings through third party payment processors but we are in no way liable for any issues with the payments made through those payment processors. If you

have any issues with the payments, please contact the payment processor you have used to buy the listing on the Site.

29. You indemnify us (and officers, directors, agents and employees (each an **Indemnified Party**)) against any expenses, costs, loss (including consequential loss) or damage that any Indemnified Party may suffer or incur as a result of, or in connection with, your use of or access to the Site, including, without limitation, any breach by you of the Terms.
30. If you have a dispute with another user of the Site, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from all claims, demands, costs and damages (actual and consequential) arising out of or in connection with such dispute.

General

31. Users of the Site acknowledge and agree that Adres is not acting as a real estate agent (or any agent) in relation to the buying or selling of property. For the avoidance of doubt, Adres is not acting as agent for any user of the Site.
32. If any provision of the Terms is deemed invalid or unenforceable by a court of competent jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the invalidity or unenforceability of the remaining provisions of the Terms, which shall remain in full force and effect.
33. No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms or any remedy at law shall not constitute a waiver of such right or remedy.
34. By using the Site, you affirm that you are 18 years old or over.
35. These Terms shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales Courts to determine any matter or dispute which arises under the Terms.
36. We may assign this agreement by giving you notice in accordance with the following notice provision.
37. We will send notices to you via the email address you provide.
38. In these terms and conditions:

Adres, us, we or our means Adres Holdings Pty Limited (ACN 634293235) and/or its related bodies corporate.

Material means text, illustrations, photos, audio, video, any combination of these or other material.

Site means the website and application known as 'Adres'.

Terms means these terms and conditions, together with our Privacy Policy, Cookies Policy and any additional terms, conditions and disclaimers on the Site.

You and **your** means the user of Adres.

These Terms were issued in July 2019 (version 1).