

Elite Estate Agents general terms and conditions

Last updated 15 July 2015

In these terms and conditions, "us", "we" or "our" means Elite Estate Agent Pty Ltd (ABN 29 604 882 813).

It is important to us that you understand these terms and conditions which relate to your use of www.eliteestateagent.com.au (the "Elite Estate Agent Sites"). If you have any questions, please contact us at enquiries@eliteestateagent.com.au or via the contact us page.

1. Agreement

1. By accessing and using the Elite Estate Agent Sites, you agree to be bound by these terms and conditions, our Privacy Policy and any other terms and conditions, notices and disclaimers displayed elsewhere on the Elite Estate Agent Sites relating to your use of the Elite Estate Agent Sites ("Elite Estate Agent Terms").
2. We may change the Elite Estate Agent Terms at any time. If we do, an amended version of the Elite Estate Agent Terms will be posted on the Elite Estate Agent Sites. You are responsible for ensuring that you regularly review the Elite Estate Agent Terms and your continued use of the Elite Estate Agent Sites after any changes are made to the Elite Estate Agent Terms will be deemed to constitute your acceptance of those changes. If you object to any changes to the Elite Estate Agent Terms, or otherwise become dissatisfied with your membership of the Elite Estate Agent Sites, your only remedy is to immediately: 1. discontinue your use of the Elite Estate Agent Sites; and/or 2. terminate your membership in accordance with the Elite Estate Agent Terms.

2. Membership and subscription

1. You must be at least 18 years old to become a member of the Elite Estate Agent Sites. You must not attempt to register if you are under 18 years old.
2. When registering as a member of an Elite Estate Agent Site, you must provide us with accurate, complete and up-to-date information as requested. It is your responsibility to inform us of any changes to that information. You may do this at any time by accessing your Account page on the relevant Elite Estate Agent Site.
3. As a member of an Elite Estate Agent Site, you are permitted to create one profile for yourself on that Elite Estate Agent Site. You must not create multiple member profiles on the one Elite Estate Agent Site.
4. All personal information you provide to us will be treated in accordance with our [Privacy Policy](#).

3. Termination and suspension

1. You may terminate your membership of an Elite Estate Agent Site for any reason only by providing written notice to us. You can provide notice of termination by:

1. selecting 'cancel account' within your Account settings and following the instructions;
 2. mailing it to our postal address listed on the About Us page; or
 3. emailing us via the Contact Us page.
2. We reserve the right to, without limitation, do any or all of the following in relation to your membership:
1. suspend your membership;
 2. permanently or temporarily hide all or part of your member profile;
 3. modify your member profile;
 4. terminate your membership for any reason by providing notice to you by email;
 5. terminate your membership immediately without notice to you if you have committed a breach of the Elite Estate Agent Terms;
 6. deactivate your membership if you have not used the Elite Estate Agent Site for a period of 12 months or more (from the date of last use); and/or
 7. permanently or temporarily block your access to all or part of the Elite Estate Agent Sites.

4. Service and features

1. You may become a member of the Elite Estate Agent Sites at no cost. As a member you will have the ability to access some, but not all, of the features and services on the relevant Elite Estate Agent Site.
2. As a member, you will also have the ability to access chargeable features and services available on the Elite Estate Agent Sites (such as communicating with the public, subscription services or any other chargeable service or feature that becomes available from time to time).
3. Further details and any additional terms and conditions (including pricing) relating to chargeable features and services will be made available on the Elite Estate Agent Sites. Any such additional terms and conditions form part of the Elite Estate Agent Terms.
4. We do not accept cash payments for chargeable services or features. Please refer to the available payment methods elsewhere on the Elite Estate Agent Sites.
5. We reserve the right to change the pricing for any chargeable service or feature on the Elite Estate Agent Sites at any time. If you are unhappy with a change of pricing, you are entitled to discontinue your use of the Elite Estate Agent Site or terminate your membership in accordance with the Elite Estate Agent Terms.
6. Unless expressly stated otherwise, the pricing for use of any chargeable service or feature on the Elite Estate Agent Sites will be stated GST inclusive. Where GST applies, we will deduct the GST we incur from each payment and will issue you with a tax invoice. The balance of the payment will be credited to your account.
7. In the event of unusual activity, we reserve the right to temporarily or permanently suspend payment via your credit card and contact you, your bank or any other relevant third party to report such unusual activity.
8. While we use reasonable endeavours to ensure that the Elite Estate Agent Sites are available 24 hours a day, we do not make any representations or warranties that your access will be uninterrupted or error free. Access to the Elite Estate Agent Sites may be suspended temporarily without notice in the case of system failure, maintenance or repair or any reason beyond our control.
9. We reserve the right to change or discontinue any service or feature of the Elite Estate Agent Sites in whole or in part any time.
10. You are not permitted to transfer any services or features purchased by you to any other person.
11. In no event will you be entitled to any refund of payments for chargeable services or features. We will review requests for refunds at our sole discretion.

5. Secure access

1. You are responsible for maintaining the confidentiality and security of your login and password. You are wholly responsible for all activities that occur under your login and password. You agree to immediately notify us of any unauthorized use of your login or password. You must ensure that you exit from your account at the end of each session.
2. We may at any time request a form of identification to verify your identity and/or your compliance with the Elite Estate Agent Terms.

6. Content

1. Any images, sounds, or text (Content) that you transmit or post on an Elite Estate Agent Site, or otherwise transmit to any member of the public, by any other means, must be complete and accurate.
2. You agree not to post or transmit on an Elite Estate Agent Site, or otherwise transmit to any member of the public, by any other means, Content that:
 - 1.is unlawful, obscene, defamatory, indecent, offensive or inappropriate;
 - 2.is false or misleading in any way;
 - 3.infringes the rights of any third party;
 - 4.you do not have a right to make available under any law or contractual obligation;
 - 5.is sexually explicit or contains sexual references / innuendo;
 - 6.pertains to group sexual activity or soliciting contact for the purpose of extra marital (marital, de facto or relationship) encounters or affairs;
 - 7.contains restricted or password only access pages, or hidden content; or
 - 8.contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware.
3. Without limiting the above, you must not transmit or post on an Elite Estate Agent Site, or otherwise transmit to any member of the public by any other means, any images that contain:
 - i. images of any person other than you;
 - ii. nudity;
4. You are solely responsible for Content that you transmit or post on an Elite Estate Agent Site, or otherwise transmit to any member of public by any other means.
5. We are not responsible for, and accept no liability with respect to, any Content transmitted or posted on the Elite Estate Agent Sites, or otherwise transmitted to any member of public by any other means, by any person.
6. We reserve the right, but have no obligation, to review Content transmitted or posted on the Elite Estate Agent Sites, or (where possible) otherwise transmitted to any member of the public by any other means.
7. Without limiting your responsibilities under the Elite Estate Agent Terms, we reserve the right to modify and/or remove any Content that, in our opinion, violates the Elite Estate Agent Terms or otherwise has the potential to harm, endanger or violate the rights of any person.
8. We do not make any representations or warranties as to the accuracy, reliability or completeness of any Content posted or transmitted on the Elite Estate Agent Sites, or otherwise transmitted to any member of the public by any other means, by any person. Furthermore, we do not endorse any opinion, advice or statement made by any person other than us. We do not accept any liability for any loss, damage, cost or expense resulting from anyone's reliance on Content posted or transmitted on

the Elite Estate Agent Sites, or otherwise transmitted to any member of the public by any other means.

7. Use of the Elite Estate Agent sites and prohibited activities

1. You agree not to use the Elite Estate Agent Sites (or contact any member of the public) to:
 - i. defame, abuse, harass, stalk, threaten or otherwise offend others;
 - ii. engage in or promote any surveys, contests, pyramid schemes, chain letters, unsolicited e-mailing or spamming;
 - iii. impersonate or create a profile for any person or entity;
 - iv. promote, or provide information about, illegal activities or conduct;
 - v. promote racism, bigotry, hatred, harassment or any kind of harm against any group or individual;
 - vi. solicit money or passwords from any person.
2. You also agree not to
 - i. use any robot, spider, or other device or process to retrieve, index, or in any way reproduce or circumvent the navigational structure or presentation of the Elite Estate Agent Sites;
 - ii. "frame" or "mirror" any part of the Elite Estate Agent Sites without our prior written authorization;
 - iii. use code or other devices containing any reference to the Elite Estate Agent Sites to direct other persons to any other web page;
 - iv. except and only to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Elite Estate Agent Sites or cause any other person to do so.
3. We have no obligation to monitor any member's use of an Elite Estate Agent Site, however, we reserve the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, legal requirement, police investigation or governmental request.

8. Safe interaction, complaints and disputes

1. We urge you to be cautious when interacting with members of the public. You should carefully select the Content that you post or transmit on an Elite Estate Agent Site, or otherwise transmit to any other member by any other means. Any Content that you transmit or post on an Elite Estate Agent Site, or otherwise transmit to any member of the public by any other means, will be considered non-confidential.
2. We may record and store any information relating to any complaint made against you.
3. We reserve the right, but have no obligation, to monitor disputes between members of the public and an Elite Estate Agent Member.
4. You agree to hold us harmless in connection with any dispute or claim that you make against any member of the public.

9. Intellectual property

1. We own and retain all proprietary rights in and relating to the Elite Estate Agent Sites. Proprietary rights in and relating to the Elite Estate Agent Sites must not be used in any way without our prior written consent.
2. You warrant that any Content that you post or transmit on an Elite Estate Agent Site, or otherwise transmit to any member of the public by any other means, will not infringe the intellectual property rights of any third party.
3. Subject to our obligations under our Privacy Policy you grant us the right to use, reproduce, publish, store, modify or transmit, in any form or by any means, in whole or part, your Content for any purpose. You warrant that you have the right to grant us such rights.
4. No person may use, reproduce, publish, store, modify or transmit, in any form or by any means, in whole or part, any Content posted or transmitted on an Elite Estate Agent Site, other than their own Content, without the express written permission of the relevant owner.
5. If you believe that any Content has been posted or transmitted on an Elite Estate Agent Site, or otherwise transmitted to any member of the public by any other means, in violation of your rights, please send us an email via the Contact Us page.

10. External activities

1. Third party websites and advertising

1. From time to time, the Elite Estate Agent Sites may feature or display hyperlinks and pointers to websites operated by third parties. Such websites do not form part of the Elite Estate Agent Sites and are not under our control. We do not accept any responsibility for the contents of any such hyperlink or linked website. If you link to any third party websites you leave the Elite Estate Agent Site entirely at your own risk.
2. From time to time, the Elite Estate Agent Sites may also feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.

2. Limitation of liability and indemnity

1. You acknowledge that you use the Elite Estate Agent Sites at your own risk.
2. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of and conduct in connection with the Elite Estate Agent Sites, or any other members' use of or conduct in connection with the Elite Estate Agent Sites, in any circumstance.
3. You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Elite Estate Agent Sites, including any breach by you of the Elite Estate Agent Terms.
4. To the maximum extent permitted by law, we exclude all implied representations and warranties which, but for the Elite Estate Agent Terms, might apply in relation to your use of the Elite Estate Agent Sites. In particular, we do not make any representations or warranties that the Elite Estate Agent Sites will be uninterrupted or error free. Nor do we make any representation or warranty about the likelihood of any outcomes of your use of the Elite Estate Agent Sites.
5. To the extent that our liability cannot be excluded by law, our maximum liability to you will be limited to the total amount paid by you (if any) for any chargeable service or feature on the Elite Estate Agent Sites purchased by you during the term of your membership.

6. In no circumstances will we be liable for any indirect, punitive or consequential loss or damages; loss of income, profits, goodwill, data, contracts, use of money; or loss or damages arising from or in any way connected to business interruption of any type, whether in tort, contract or otherwise.

1. General

1. No partnership, joint venture, employment, or agency relationship exists between you and us as a result of the Elite Estate Agent Terms or your use of the Elite Estate Agent Sites.
2. The Elite Estate Agent Terms represent the entire agreement between you and us regarding your use of the Elite Estate Agent Sites.
3. If any provision of the Elite Estate Agent Terms is held to be invalid, the remainder of the Elite Estate Agent Terms shall continue in full force and effect.
4. You agree that the Elite Estate Agent Terms will be governed by the laws of Victoria.

[See our **privacy policy** »](#)

Elite Estate Agent **Credits Terms and Conditions**

1. Credits are the currency used on www.eliteestateagent.com.au to initiate contact with other members of the public. A credit opens up a contact channel with the other person allowing you to message them.
2. Details of prices and purchases options for credits are available the buy credits page.
3. You can purchase credits using any major credit card online.
4. Credit purchases are credited to your account upon approval of payment or upon activation of receipt number.
5. Credits are non refundable and non transferable.
6. You can store your credit card details to make future purchases of credits. When you make a credit card transaction, we give you the option to store the card details. You can un-tick the option if you do not wish to use this feature. You can also remove your credit card at any time from the payments management page.