

# StrataMax Online Portal Website User Terms and Conditions



Review these Terms and Conditions ("Agreement") thoroughly. This Agreement is between you (inclusive of your agents, assignees, successors, authorised representatives or principals, referred to as "you") and StrataMax Pty Ltd ABN 62 096 505 949 (referred to as "StrataMax", "we", "our" and "us"). By accessing and using this Website, including, but not limited to, ticking a checkbox next to "I accept the Terms & Conditions", creating a user account via the Website, making any declarations via the Website, or any other activity conducted on the Website whatsoever, you agree to these terms. You acknowledge that each time you use the Website, it reaffirms acceptance of the terms and conditions and Privacy Policy as amended from time to time. Use of this Website as an actual or apparent agent or representative of another individual or entity (Principal), binds you and the Principal to this Agreement. If you do not accept this Agreement, then you may not use the Website.

## Definitions

"Third Party Data" means data sources from third parties including body corporate managers, strata managers and other users.

"Website" means the Internet sites at the domains [www.stratamax.com.au](http://www.stratamax.com.au) and [www.stratamax.com](http://www.stratamax.com) or any other site operated by StrataMax.

## Website Access

1. Subject to your compliance on a continuing basis with this Agreement, StrataMax hereby grants you permission to use the Website only as set forth in this Agreement, and provided that:
  - a. you will not alter or modify any part of the Website other than as expressly authorised and then only for such express purpose;
  - b. you will otherwise comply with this Agreement;
  - c. you will not circumvent, disable, violate or attempt to violate, or otherwise interfere with the security or integrity of the Website, the proper operation of the Website, the features that prevent or restrict use or copying of any Content (as the term is defined below) or enforce limitations on use of the Website or the Content therein, or interfere with any activity being conducted on the Website;
  - d. you will not post content or items in an inappropriate category or areas on the Website;
  - e. you will not violate any laws or third party rights;
  - f. you understand that StrataMax may, in its sole discretion, cancel any posting on the Website if it believes there is evidence supporting violation of these terms;
  - g. you will not manipulate or interfere with other user's listings;
  - h. you will not post false, inaccurate, misleading, defamatory, or libellous content (including personal information);
  - i. you will not distribute, host, or post spam, chain letters, pyramid schemes, viruses, unsolicited email/SMSs or any other technologies that may harm StrataMax, or the interests or property of StrataMax users;
  - j. you will not harvest or otherwise collect information about users, including email addresses, without their consent;
  - k. verbal, physical, written or other abuse (including threats of abuse or retribution) of any StrataMax customer, employee, member, or officer may result in immediate account termination; and

- I. if your bandwidth usage exceeds the average bandwidth usage (as determined solely by StrataMax) of other StrataMax customers, we reserve the right to immediately disable your account or throttle your usage until you can reduce your bandwidth consumption.
2. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to StrataMax servers in a given period of time than a single human can reasonably produce in the same period by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. StrataMax reserves the right in its sole discretion to block access or discontinue services to offenders, and to investigate and take appropriate legal action against anyone who, in StrataMax's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities.
3. You acknowledge that your use of the 'Add Co-owner' feature grants full access to another user ("Co-owner") for all information on the Website for the jointly owned property and it will allow the Co-owner to further grant the same full access to another user. You agree to only use the 'Add Co-owner' feature to grant access to a person who is a legal co-owner of the property on which the feature is used. StrataMax does not accept any responsibility for the misuse of the 'Add Co-owner' feature.

## Intellectual Property Usage

4. The content on the Website, except any and all User Submissions and Third Party Data, including without limitation, the text, software, scripts, graphics, files, images, photos, sounds, music, videos, interactive features and the like (collectively "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to StrataMax, subject to copyright and other intellectual property rights under Australian and foreign laws and international conventions. StrataMax reserves all rights not expressly granted in and to the Website and the Content. You agree to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any other purposes whatsoever any Content, including, but not limited to, image, audio, and visual content, Marks, third party User Submissions, or other proprietary rights not owned by you, (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any right of any third party. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein.

## User Submissions

5. The Website may permit the submission of information, images, recordings, videos, votes, motions or other communications submitted by you and other users ("User Submissions") and the hosting, sharing, and/or publishing of such User Submissions.
6. You shall be solely responsible for your own User Submissions and the consequences of posting, publishing or declaring them. You agree that StrataMax has no liability with respect to any User Submissions, including, without limitation, your own submissions, and you hereby irrevocably release StrataMax, its employees, officers, servants, agents and contractors and each of them jointly and severally from any and all liability arising out of or relating to User Submissions or any part thereof.
7. In connection with your User Submissions, you affirm, represent, and warrant that you can and will demonstrate to StrataMax's full satisfaction upon its request that:
  - a. you own or have the necessary licenses, rights, consents, and permissions to use and authorise StrataMax to use and publish each and every User Submission and to enable inclusion and use of such User Submissions in the manner contemplated by the Website and this Agreement;
  - b. specifically, you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name and/or personally identifiable information of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and this Agreement; and
  - c. specifically, the posting of your User Submission on or through the Website does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. You agree to bear all liability incurred by reason of any content posted by you to or through the Website.

8. In connection with User Submissions, you further agree that you will not:
  - a. publish falsehoods or misrepresentations that could damage StrataMax or any third party;
  - b. submit material that is unlawful, obscene, lewd, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, excessively violent, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate or objectionable;
  - c. post advertisements or solicitations of business;
  - d. impersonate another person;
  - e. submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity right, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant StrataMax all of the license rights granted herein; or
  - f. submit material that is unsuitable for minors in any country.
9. StrataMax does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and StrataMax expressly disclaims any and all responsibility or liability in connection with User Submissions.
10. StrataMax reserves the right to decide whether Content or a User Submission is inappropriate or violates this Agreement, including but not limited to copyright infringement, violations of intellectual property law, pornography, obscene or defamatory material, or excessive length. StrataMax also reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages and User Submissions) by you, or to restrict, suspend or terminate your access to all or any part of the Website at any time, for any or no reason, with or without prior notice. Notwithstanding the foregoing, StrataMax assumes no responsibility for monitoring the Website, Content, Third Party Data or User Submissions for inappropriate conduct, or modifying or removing such conduct, Content, Third Party Data or User Submissions from the Website.
11. StrataMax reserves the right to discontinue any aspect of the Website at any time.

## Secure Access Credentials

12. In order to access some features of the Website, you will be required to have a user account for which you will use an email address and a password to access (together referred to as "Secure Access Credentials"). You may never use another's account or their credentials without their permission. You are solely responsible for the activity that occurs on your account, and you must keep your Secure Access Credentials secure. You must notify StrataMax immediately of any breach of security or unauthorised use of your account. You may be required to expressly accept or reject this Agreement when you establish your account or the Agreement is changed. You agree that any requirement that you do so does not in any way vitiate your assent to comply with this Agreement.
13. You will be liable for any losses or damages (whether direct, indirect, consequential, or otherwise) resulting from any unauthorised access to your account if you or any authorised user contributed to the unauthorised access because:
  - a. your Secure Access Credentials were disclosed to another person;
  - b. your Secure Access Credentials were identified by another person because a record was kept without a reasonable attempt being made to disguise it; or
  - c. StrataMax was not notified as soon as you became aware your Secure Access Credentials could be used by other person.
14. Any person who supplies StrataMax with your Secure Access Credentials will be allowed to access the Website and StrataMax will be entitled to presume that person is you.

## Privacy

15. Our Privacy Policy as it appears from time to time is available at <http://www.stratamax.com/privacy> on the Website. StrataMax will take all reasonable steps to abide by this policy and you agree to abide by its terms and conditions and to act in accordance with that policy when using this Website, in addition to this Agreement.
16. By accepting this Agreement, you also consent to:
  - a. the collection of a variety of personal information which is specified in greater detail in the Privacy Policy;
  - b. the use of the personal information for certain purposes specified in greater detail in the Privacy Policy;
  - c. the disclosure by StrataMax of your information in certain circumstances specified in the Privacy Policy.

## Disclaimer and Limitation of Liability

17. Information contained in or downloaded from this Website may be sourced from Third Party Data or User Submissions. While StrataMax has made every effort to ensure that the information both provided directly to you or obtained and available from this Website is free from error, StrataMax does not warrant the accuracy, adequacy or completeness of that information. All information is subject to change without notice. No documents, reports or other data printed from the Website or obtained from StrataMax through any other associated site constitute official records. StrataMax recommends that you seek independent advice before acting upon any material contained on this Website.
18. StrataMax does not guarantee that this Website will be free from viruses, or that access to this Website will be uninterrupted. You are solely responsible for your own anti-virus and security measures.
19. StrataMax does not accept any liability related to or arising out of the use of the Website by any user. StrataMax expressly disclaims all liability with respect to any action taken or not taken upon any information or other Content contained within the Website. Users of the Website use the Website at their own risk. This website is provided 'as-is' without warranty of any kind.
20. StrataMax makes no claims or guarantees, express or implied, about the accuracy, completeness, or adequacy of the Website or any of the information contained therein. StrataMax does not make, and no user receives, any warranty whatsoever with respect to the website, and particularly no warranty of fitness for a particular purpose.
21. In consideration for being given access to this Website, you release and forever discharge StrataMax, its officers, employees, servants, agents and contractors and each of them from all and any liability to you of any nature whatsoever in respect of any losses, damages (whether direct, indirect, consequential or otherwise), liabilities, claims or expenses whatsoever arising directly or indirectly from use by you or any other person of this Website or any of the links provided in this Website or reliance by you or any person upon information contained in or downloaded from this Website.
22. Material on this Website may contain general information about StrataMax's products and services. Unless expressly stated otherwise, this information:
  - a. does not constitute an offer or inducement to enter into a legally binding contract; and
  - b. does not form part of the terms and conditions for any StrataMax products and services.
23. Liability of any of StrataMax, its employees, officers, servants, agents or contractors for any breach of any condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at the option of StrataMax, to:
  - a. the supply of the relevant goods and services again;
  - b. repair of any goods; or
  - c. payment of the cost of having the goods or services supplied again or repaired.

## Indemnity

24. You agree to indemnify StrataMax, its employees, officers, servants, agents and contractors and each of them jointly and severally against any loss, damage, expense or cost of any nature (including, without limitation, full solicitor and client legal costs on an indemnity basis) that any of them incurs or may incur (whether directly, indirectly, consequentially or otherwise) arising out of your use of this Website or any of its contents or by use of the Payment Services or from any breach by you of any of this Agreement.

## Payment Services

25. The Website provides the ability to make payments ("Payment Services"). If you use the Payment Services you agree to be bound by the StrataPay User Terms and Conditions in addition to the terms in this Agreement. The StrataPay User Terms and Conditions are available at <http://www.stratapay.com/terms.aspx>.

## Third Party Web Sites

26. StrataMax does not warrant the safety or accuracy of, and does not necessarily endorse the contents of, any third party websites to which links have been provided on this site. If you do link to any third party sites from this Website, you agree and acknowledge that you are doing so at your own risk.

## General

27. This Agreement and your access to this Website provided by StrataMax to you may be terminated at any time by StrataMax without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by StrataMax will survive termination, although you will no longer be authorised to access this Website.
28. StrataMax reserves the right to, at our sole discretion, discontinue any aspect of the Website and/or your use of the Website at any time.
29. This Agreement and your relationship with StrataMax pursuant to this Agreement are governed by the laws of Queensland, Australia, and you unconditionally and irrevocably agree to submit to the non-exclusive jurisdiction of the courts of that state for the purpose of resolving any disputes to this Agreement.
30. StrataMax reserves any rights not expressly granted in this Agreement.
31. If you disagree with any of these terms or do not intend to be bound by any of these terms, you must exit the site immediately and cease to use any services provided by StrataMax.
32. Should you continue to use any of the StrataMax services despite the terms referred to in paragraph 31 of this Agreement, StrataMax will consider you to be bound by this Agreement.
33. To use this website you must be over the age of 18 years and have power and authority to enter into this Agreement at law. The person accepting these terms and conditions has authority to act on their own behalf and on your behalf to enter into and bind you to this Agreement.