

## THE DISCOVERY PROJECT

### WEBSITE DISCLAIMER AND TERMS OF USE

#### Terms of Use

This website is operated by **1770 Constructions Pty Ltd ABN 75 120 458 479** on behalf of itself as Developer and for **Awatere Nominees Pty Ltd ACN 070 155 903 as Trustee for the Awatere Unit Trust** (the Owner) (referred to as “we”, “us”, “our”) under the name [www.thediscovery.com.au](http://www.thediscovery.com.au) (the **Website**).

By proceeding beyond the Website homepage, you agree to accept this Disclaimer and 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.

We may change the content on the Website from time to time. We reserve the right to make improvements or changes to The Discovery project at any time without notice. We may also revise the terms of use and such revision will take effect when it is posted on this Website, in which case your continued use of this Website will be regarded as your acceptance of those revised terms of use.

#### Disclaimer

Whilst we have endeavoured to ensure that all information provided on this Website is complete, accurate and up to date, we take no responsibility for any error or omission relating to the information.

To the maximum extent permitted by law, we disclaim all warranties regarding the use of the information contained on this Website in terms of its accuracy, correctness, reliability or otherwise, and we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

All images contained on this website (including all images of floor plans, interiors and all 3D images) are intended for use as visual aids only, and do not necessarily accurately depict the object described.

In particular, in relation to The Discovery and the proposed sale of lots within the complex to be constructed or under construction, content on this Website including product descriptions, images, photos, drawings, diagrams, moving images and 3D depictions, do not necessarily depict the complex or any particular unit or part within the complex when finished, nor any specific feature, including visual appearance, finish, quality, location, dimensions, outlook or amenity.

The information contained on this Website is general in nature and does not:

- constitute an offer or inducement to enter into a legally binding contract;
- form part of the terms and conditions for our products and services;
- purport to provide you with financial or investment advice of any kind; or
- take account of your particular requirements.

Your use of all information on our Website is at your own risk.

Before acting in reliance upon the information contained in this Website, you must make and rely upon your own enquiries regarding the accuracy of the information presented, and in evaluation of the content, including any information, images, predictions, opinions and statements contained in this Website.

In particular, if you are interested to purchase any property or rights in The Discovery, you must make your own enquiries and obtain independent advice as to matters including but not limited to:

- the property details;
- the proposed features of the property, including its size, finishes, visual appearance, design, location, amenity, views and place within The Discovery when constructed and finished;
- the proposed aspects of The Discovery complex when constructed, including common areas, lot entitlements, services and amenities available, body corporate management;
- the value of the property or the rights;
- property values in Agnes Water, Queensland, Australia;
- the location, nature and quality of services and local attractions in relation to The Discovery;
- your own financial arrangements.

In the event that you proceed to purchase any property, unit or rights in The Discovery, you agree that any content on this Website will be entirely superseded by the contents of any contract you enter into with us.

### **Limitation of Liability**

Subject to any responsibilities implied by law and which cannot be excluded, we (including, in this limitation of liability, our related bodies corporate, directors, officers, employees, agents and contractors) expressly disclaim all liability to you or any other persons for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the content on or your use of this Website (or material accessed via this Website), howsoever caused, whether in contract, tort including negligence, statute or otherwise. To the full extent permitted by law, any liabilities imposed on us, or implied into these terms of use, under any law, are hereby excluded and you agree to release us from them.

If a jurisdiction allows liability to be limited but not excluded, our total liability is limited to the maximum extent possible. Under the Trade Practices Act 1974 in Australia, our liability for any breach of a condition or warranty that is implied by law and cannot be excluded is limited to the extent possible to us doing any one or more of the following (at our option):

- resupplying the goods or services to you or supplying equivalent goods;
- repairing the goods; or
- paying the cost of having the goods or services resupplied or goods repaired.

Nothing in these terms of use is intended to exclude, restrict or modify rights which you may have under the Trade Practices Act or any other legislation which may not be excluded, restricted or modified by agreement.

Version 01 – Date of Publication 05/10/06