

TERMS AND CONDITIONS OF USE

Thanks for visiting our website. If you want to use this website, you must agree to conform to and be legally bound by the terms and conditions described below.

IF YOU DISAGREE WITH ANY OF THESE TERMS OR CONDITIONS, SIMPLY DONT VISIT OR USE ANY OF THE SERVICES ON OUR WEBSITE.

➤ **MINORS.**

We do not provide services or sell products to children. If you are below the age of 18, you may use our website BUT only with the permission and active involvement of a parent or legal guardian. If you are a minor, please do not provide us or other website visitors with any personal information.

➤ **PRIVACY POLICY IS PART OF THESE TERMS AND CONDITIONS.**

Our privacy policy is subject to and, part of, all of these terms and conditions of use. You can view our privacy policy on this website at:

<http://www.realhomebusiness.com.au>

➤ **ANTI-SPAM POLICY IS PART OF THESE TERMS AND CONDITIONS.**

Our anti-Spam policy is subject to, and part of, these terms and conditions of use. You may view our anti-Spam policy on this website at:

<http://www.realhomebusiness.com.au/antispam/>

➤ **MODIFICATIONS AND TERMINATIONS.**

It is possible that these terms and conditions may change on occasion. If such changes are made, they will be effective immediately, and we will notify you by a notice posted on our website's home page of the changes that have been made. If you disagree with the changes that have been made, you should immediately cease using any part of our website.

We reserve the right to terminate these terms and conditions of use for any reason we see fit and at any time without notice to you.

If you have any concerns about these terms and conditions of use, you should read them every time you open our website and before you use any part of our website. Any questions or concerns can be brought to our attention by sending an e-mail to brad-sonya@brad-sonya-dark.com, and provide us with information relating to your concern.

➤ **LICENSEE STATUS.**

You understand and agree that your use of our website is limited and non-exclusive as a revocable licensee. We reserve the right to terminate your license to use our website, and access to our website, for any reason we see fit, and without notice to you.

➤ **CONTENT OWNERSHIP.**

All content on our website is owned by us or our content suppliers. On behalf of ourselves and our content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not permitted to infringe upon those rights. We may prosecute to the fullest extent of the law anyone who attempts to steal our property.

You agree not to copy content from our website without our written permission. Any requests to use our content can be submitted to us by e-mail to brad-sonya@brad-sonya-

dark.com.

If you believe that your intellectual property rights have been infringed upon by any of our website content, please notify us by sending an e-mail to brad-sonya@brad-sonya-dark.com, or by sending mail to us at the address listed below. Please give a detailed description of the alleged infringement, and of course you will need to include the factual and legal basis for your claim of ownership.

➤ **DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

The information on our website is provided on an "as is," "as available" basis. You agree that you use our website at your own sole risk. We disclaim all warranties of any kind, including but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that our website will always be available, access will be uninterrupted, be error-free, meet any or all of your requirements, or that any flaws or defects in our website will be corrected.

Information on our website should not be relied upon and should not to be construed to be professional advice from us. We do not guarantee the accuracy or completeness of any of the information provided, and we are not responsible for any loss resulting from your reliance on such information.

If your jurisdiction does not allow limitations on warranties, this limitation may not apply to you. Your sole and exclusive remedy relating to your use of the site shall be to immediately stop all use of our website.

Under no circumstances will we be liable or responsible for any direct, indirect, incidental, consequential (including damages from loss of business, lost profits, litigation, or the like), special, exemplary, punitive, or other damages, under any legal theory, arising out of or in any way relating to our website, your website use, or the content, even if advised of the possibility of such damages.

Our total liability for any claim arising out of or relating to our website shall not exceed one hundred (\$100) dollars and that amount shall be in lieu of all other remedies which you may have against us or our affiliates. Any such claim shall be subject to confidential binding arbitration as described later in these terms and conditions of use.

➤ **OBSCENE AND OFFENSIVE CONTENT.**

We are not responsible for any obscene or offensive content that you receive or view from others while using our website. However, if you do receive or view such content, please contact us by e-mail to brad-sonya@brad-sonya-dark.com so that we can investigate the matter. Although we are not obligated to do so, we reserve the right to monitor, investigate, and remove obscene or offensive material posted to our website.

➤ **EXTERNAL LINKS.**

Our website contains hypertext links to websites and other information created and maintained by other individuals and/or organizations. These links are only provided for your convenience. We do not control or guarantee the accuracy, completeness, relevance, or timeliness of any information or privacy policies posted on these linked websites and you should know that these websites may track visitor viewing habits.

In addition, hyperlinks to particular items do not reflect their importance, and are not an endorsement of the individuals or organizations sponsoring the websites, the views expressed on the websites, or the products or services offered on the websites.

We permit links to our website if they do not imply an endorsement by, or affiliation with, our website.

We review our website periodically for broken or out-of-date links. Any and all links may be posted, altered, or removed at any time. To report problems with links on our website, or for more information about this policy, please send an e-mail to brad-sonya@brad-sonya-dark.com.

➤ **INDEMNIFICATION.**

You understand and agree that you will indemnify, defend and hold us and our affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, arising from your use of our website or your violation of these terms and conditions.

➤ **SEVERABILITY OF THESE TERMS AND CONDITIONS.**

If any part of these terms and conditions of use are determined by a court of competent jurisdiction to be invalid or unenforceable, that part shall be limited or eliminated to the minimum extent necessary so that the remainder of these terms and conditions are fully enforceable and legally binding.

➤ **HOW TO CONTACT US.**

Any questions or concerns about these terms and conditions of use should be brought to our attention by e-mail to brad-sonya@brad-sonya-dark.com, and providing us with information relating to your concern.

You may also mail your concerns to us at the following address:

Brad & Sonya Dark
25 Crawford Drive
Dundowran, QLD, 4655
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➤ **ENTIRE AGREEMENT.**

These terms and conditions, including the policies incorporated herein by express reference, constitutes your entire agreement with us with respect to your use of our website.

These terms and conditions were last updated on 28-12-2009.