



GRANKIA PTY LTD (ABN 92 629 541 537) t/a Melbourne Private Apartments

TERMS OF USE

1. GENERAL

- 1.1 GRANKIA PTY LTD (ABN 92 629 541 537) t/a Melbourne Private Apartments owns and operates this website (**Website**).
- 1.2 The following Website terms of use (**Terms of Use**) govern your access to and use of this Website.
- 1.3 By using this Website, you are agreeing to all of the Terms of Use, current at the time of your use of the Website.

2. WEBSITE

- 2.1 Access to the Website is permitted on a temporary and limited basis for the purpose of browsing the Website and interacting with us. We reserve the right to withdraw or amend the Website and any Good or Services listed on the Website without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.
- 2.2 We reserve the right to amend these Terms of Use from time to time at its discretion (**Amendments**). Amendments will be effective immediately. Where practicable we will endeavour to notify you of the Amendments to the Terms of Use.
- 2.3 Your continued use of the Website following any such Amendment will represent an agreement by you to be bound by the Amendments to the Terms of Use. We suggest you check the Terms of Use regularly to ensure you are aware of the most up to date terms.

3. LINKED SITES

- 3.1 This Website may contain links to other websites (**Linked Sites**), which are not operated by us. We have no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of the Linked Sites. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such Linked Sites, if any.

4. AFFILIATE PARTNERSHIPS

- 4.1 You acknowledge that we have affiliate relationships with Booking.com B.V and BRG ExperienceOz Pty Ltd, trading as ExperienceOz Local Agent (Affiliate Partners).
- 4.2 You acknowledge that we may earn a commission for the reservations that you make with our Affiliate Partners as a result of linking you to them through this Website. The services offered by our Affiliate Partners will be subject to the booking and payment terms, contained within the websites of our Affiliate Partners, if any.
- 4.3 You further acknowledge that we make no representations or warranties regarding the accuracy of any features, amenities, and facilities of a listing on the Website as it may have changed since the date of publication. Please refer to our Affiliate Partners listings for a true representation of the available features, amenities, and facilities at the time of your booking.

5. INTELLECTUAL PROPERTY

- 5.1 The intellectual property rights in all software and Website content (including photographic images) made available to you on or through this Website remain our



GRANKIA PTY LTD (ABN 92 629 541 537) t/a Melbourne Private Apartments

property, or the property of our Affiliate Partners or licensors.

- 5.2 You are not permitted to publish, manipulate, distribute, or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website, nor may you use any such content in connection with any business or commercial enterprise.

6. PRIVACY STATEMENT

- 6.1 We may collect your personal information in the course of providing our services in accordance with our privacy policy which can be found at <https://www.goldcoastprivateapartments.com.au/privacy-policy/>.
- 6.2 By using this Website, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate.
- 6.3 We may use such personal information to comply with our obligation pursuant to these Terms of Use, to fulfil your requests for other services and to contact you about specials and other promotions.
- 6.4 We will not disclose your personal information to third parties except as reasonable required to conduct our business or as required by law.

7. ONLINE REVIEWS

- 7.1 We appreciate when patrons provide us with online reviews. If you provide us with an online review on a third-party website, you authorise us to republish your review on our website.

8. LIMITATION OF LIABILITY

- 8.1 Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law (ACL), the material displayed on this Website is provided without any guarantees, conditions, or warranties as to its accuracy.
- 8.2 You acknowledge that, to the extent permitted by law, we and our employees, contractors and sub-contractors are not responsible for any harm, damage, loss, cost or expense that you or any third party may suffer as a result of any services provided by us or arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites, any materials posted on those sites, and the services offered by our Affiliate Partners, except for any negligent act or omission by us, and you release us from any liability from any claim in relation to any harm, damage, loss, cost, or expense thereto.
- 8.3 In the event that we are liable to you in any way arising from us providing services under these Terms of Use, the parties agree that, to the extent permitted by law, the limit of our liability will be an amount equal to the commission that we will receive for providing such services.

9. INDEMNITY

- 9.1 You indemnify us against any harm, damage, loss, cost, or expense that we suffer as a result of your use of this Website or a breach of these Terms of Use by you, or for any act or omission by you or your agents.

10. LINKING OF THIS WEBSITE

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement



GRANKIA PTY LTD (ABN 92 629 541 537) t/a Melbourne Private Apartments

on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

11. PROHIBITIONS

- 11.1 Access to the Website is provided to you on the basis that you must not misuse this Website. Accordingly, you will not do any of the following:
- a. commit or encourage a criminal offence;
 - b. transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - c. hack into any aspect of the Website; corrupt data; cause annoyance to other users;
 - d. infringe upon the rights of any other person's proprietary rights;
 - e. send any unsolicited advertising or promotional material (spam); or
 - f. attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.
- 11.2 You acknowledge that breaching this prohibitions clause may constitute a criminal offence and, if breached, we may report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- 11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

12. MISCELLANEOUS

- 12.1 These Terms of Use can, and are intended to, operate after your use of the Website.
- 12.2 If any provision of these Terms does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be treated as severable from the rest of these Terms. This approach is to be used equally where any court is construing these Terms of Use and finds an invalid provision.
- 12.3 These Terms of Use constitute the entire agreement of the parties with respect to its subject matter and supersede all prior agreements and understandings between the parties in connection with it and in connection with their relationship in respect to the subject matter of these Terms of Use, whether written or verbal.
- 12.4 These Terms shall include all terms implied by operation of law.
- 12.5 We have the right to amend, remove or vary any page of this Website in our absolute discretion at any time and without notice to you.
- 12.6 The laws of the State of Victoria shall apply to these Terms and the parties submit to the jurisdiction of the courts of Victoria.