

Multi Owned Properties Research Hub – Website Terms and Conditions

The Multi-Owned Properties Research Hub website at www.mopresearch.org (Site) is owned and operated by Multi-Owned Properties Research Incorporated (INC 1700911).

The terms “us”, “our” or “we” refers to Multi-Owned Properties Research Incorporated, the incorporated association operating this Site.

We provide the content, research and information services available at www.mopresearch.org (“Service”).

Any legal person who uses our Services, portal, information, documents, software, and any other products and/or services that we provide (together referred to as “Resources”) is a User (“User”, “you”).

Users include our registered contributors (“Contributors”), who share their identities and professional credentials and display and share their research and publications on the Site.

The terms “you” or “your” refers to the User, collectively referred to as “the Parties” or each a “Party”.

Our Terms and Conditions govern the relationship between us and you in connection with the use of our Site and Resources.

These Terms and Conditions (Terms and Conditions) apply to all Users. Please read these Terms and Conditions carefully.

By accessing and/or using our Resources and Site,

- a) you agree to be bound by our Terms and Conditions, and
- b) you warrant that you have had sufficient opportunity to access these Terms and Conditions and contact us, that you have read, accepted and will comply with our Terms and Conditions, and that you are 18 years or older.

If you do not agree to these Terms and Conditions, do not use our Site or Resources.

Legal Relationship

Multi-Owned Properties Research Incorporated owns the Site. By accessing the Site, completing the registration process, or using any of our Resources, you are entering into a legally binding agreement with us.

The Terms and Conditions are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.

No Legal Advice or Legal Services

We do not provide legal advice or legal services of any kind.

The Service - content

The Service mainly comprises content uploaded by and/or stored on the Site at the request of Contributors. We do not preview, review, edit or filter such content. We do not warrant the accuracy or authenticity of the content or make any endorsement as to its quality or suitability for the Site. We have no knowledge of possible infringements of third party rights of any kind, or breaches of any law or contract caused by the uploading, downloading and/or storing of the content on the Site. We are not liable for the content. Should we obtain knowledge about or become aware of any such breaches or infringements, we will act expeditiously to remove or disable access to such content. You acknowledge that all content accessed by you in connection with your use of the Site is at your own risk and you will be solely responsible for any damage to or loss of any party resulting from your access to or your inability to access any content.

You are obliged to keep your password to access the Service a secret. We will not disclose your password to any third party. We recommend that you change your password at regular intervals, for security reasons. You are solely responsible for anything that happens through your User account, unless you close it or report misuse to us.

Restricted Use

You acknowledge and agree that:

- (a) the Site contains Resources and intellectual property which belong either to us or to Contributors. Where Resources and intellectual property belong to Contributors, attribution is given to the relevant Contributor;
- (b) you are only permitted to use the Resources in the manner set out in these Terms and Conditions; and
- (c) we make the Resources available to you as set out in these Terms and Conditions.

You agree not to:

- (a) use the Site or Resources for unauthorised or unlawful purposes (unauthorised use of the Site and any of our Resources may be a criminal offence and/or give rise to a claim for damages);
- (b) sell or attempt to benefit in a commercial fashion from any of the content available on the Site;
- (c) conduct surveys, contests, pyramid schemes or chain letters on the Site;
- (d) introduce any form of malicious software into the Site or Resources; or
- (e) collect information about others on the Site without their consent;
- (f) copy, reproduce, transmit electronically or otherwise use the Resources in whole or in part in order to re-sell them in any manner, whether in original form or amended in any way.

Restricting Access

We reserve the right to restrict or terminate your access to the Site and/or any Resources at any time without notice to you and in our sole discretion.

Cancellation by Us

Should we deem that you are acting in breach of these Terms and Conditions, contrary to the spirit of the Site, or in a manner which could damage our reputation, we reserve the right to exclude you from the Site and take any steps necessary to ensure you are not able to continue using the Site.

Contributors' Obligations

Contributors must

- (a) identify themselves using their real names and disclose any affiliation;
- (b) provide only true and non-misleading statements;
- (c) not post content that misleadingly implies an incorrect identity, inaccurate biographical facts, or misleading information about the Contributor's qualifications, work experience or achievements;
- (d) update such information when it changes;
- (e) not use images of other people, animals, text or logos; if Contributors provide a profile photo, it must clearly and accurately identify the Contributor.

Contributors are responsible for ensuring that the content uploaded to or submitted for upload to the Site does not infringe or violate the rights of any third party, including without limitation any privacy rights, publicity rights, trademarks, copyrights, contract rights, or any other intellectual property or proprietary rights.

Except in the case of content that is exclusively in the public domain, Contributors warrant and must be able to demonstrate to our full satisfaction upon request, that:

- (a) you own or otherwise control any and all rights or licenses required in order to upload, submit and share all content and you consent to the use of such content as contemplated by these Terms; and
- (b) you have full authority to act on behalf of any and all owners of any right, title or interest in and to any content you contribute to the Site.

Contributors understand that all content uploaded, publicly posted or privately transmitted through the Site is the sole responsibility of the person by whom such content was submitted. We are not liable for any errors or omissions in any content. When necessary or appropriate, in our sole discretion, we may delete or modify any content submitted by a Contributor.

If you have chosen to make your content publicly available as a Contributor, you understand that your content may be shared with third parties in connection with your use of the Site and that we cannot and do not control such third parties. The content you make available as a Contributor may be viewed or downloaded by other Users.

Intellectual Property and Moral Rights

You agree to provide information including Intellectual Property to us to enable us to provide the Resources.

You:

- (a) warrant that you have all necessary rights to provide the Intellectual Property to us;
- (b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use the Intellectual Property in any way we require to provide the Resources; and
- (c) consent to any act or omission which would otherwise constitute an infringement of your Moral Rights.

If you (or any employee or agent) have Moral Rights in any Intellectual Property that you provide to us, you:

- (a) irrevocably consent to any amendment of the Intellectual Property in any manner by us for the purposes of providing Resources;
- (b) irrevocably consent to us using or applying the Intellectual Property for the purposes of providing Resources, with attribution of authorship;
- (c) agree that your consent extends to acts and omissions of any of our licensees and successors in title; and
- (d) agree that your consent is a genuine consent under the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

Personal and Confidential Information

You consent to us providing information, including personal information and Confidential Information, to third parties who assist us in providing information, products and services to you.

The information you provide may be disclosed to other third parties that help us provide you with access to the Resources (including information technology suppliers, communication suppliers and our business partners) or as required by law.

These obligations do not apply to Confidential Information that:

- (a) is authorised to be disclosed;
- (b) is in the public domain and/or is no longer confidential, except as a result of breach of these Terms and Conditions;
- (c) is received from a third party, except where there has been a breach of confidence; or
- (d) must be disclosed by law or by a regulatory authority including under subpoena.

The obligations under this clause will survive termination of these Terms and Conditions.

Prohibitions

You agree that you will not use the Site or Resources for any illegal purpose, and you will not post or upload any content to the Site:

- (a) that violates the copyrights, trademarks, trade secrets, confidential information or other rights of any other party.

(b) that contains a false statement about any person, infringes upon the privacy rights of any other person, or threatens, harasses, abuses or embarrasses any other person.

(c) which is obscene, pornographic, sexually explicit or violent.

(d) which constitutes advertising, attempted business solicitation, marketing materials or sales promotional materials.

(e) that is disruptive or does not relate to multi-owned properties.

Feedback and Dispute Resolution

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Site or Resources, please contact us at admin@mopresearchhub.org

If there is a dispute between the Parties in relation to these Terms and Conditions, the Parties agree to the following dispute resolution procedure:

(a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting).

(b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms and Conditions, by law or in equity.

Limitation of Liability and Disclaimer

The information, including statements, opinions, documents and materials contained in this Site (Information) is for general information purposes only. The Information does not take into account your specific needs, objectives or circumstances, and it is not legal advice or services. Any reliance you place on the Information, and any use of the documents on the Site or our Resources is at your own risk. If you are not satisfied with any part of the Site, our Services or these Terms and Conditions, you should contact us and cease using the Services.

Currency and jurisdiction

We do not represent that the Resources are appropriate or relevant to any particular location or jurisdiction.

The laws in each Australian jurisdiction vary between different jurisdictions, and are updated and amended from time to time. Material that has been published in another forum and uploaded to this site cannot be altered or updated. We make no warranty or representation that our Resources

are consistent with the current law in all jurisdictions at any point in time. We recommend that you obtain legal advice from a qualified lawyer in your jurisdiction in relation to all legal matters.

Australian Consumer Law (ACL)

Certain legislation including the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may give you rights, warranties, guarantees and remedies relating to the provision of Resources by us to you which cannot be excluded, restricted or modified (Statutory Rights). Our liability is governed solely by the ACL and these Terms and Conditions. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights. Except for your Statutory Rights, all material and work is provided to you without warranties of any kind, either express or implied, and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

Consumer Guarantees

If you are a consumer as defined in the ACL, the following applies to you: We guarantee that the Resources we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Resources for or for a result which you have told us you wish the Resources achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Resources is limited to us re-supplying the Resources to you.

Delay

Where the provision of Resources depends on your information or response, we have no liability for a failure to provide the Resources in this estimated period, which is affected by your delay in response, incomplete or incorrect information.

General

To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the Information, Resources and these Terms and Conditions, except as set out in these Terms and Conditions. To the maximum extent permitted by law, we are not and will not be liable or responsible for any expenses, losses, costs or damages (whether direct or indirect) caused to or incurred by any user of the Information, Site or our Resources, including damages for loss of use and/or loss of data, arising out of the performance of the Site and/or Resources.

This clause will survive termination of these Terms and Conditions.

Indemnity

You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (i) any information that is not accurate, up to date or complete

or is misleading or a misrepresentation; (ii) any breach of these Terms and Conditions; (iii) and any misuse of the Resources; from or by you, your employees, contractors or agents.

You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Resources including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

The obligations under this clause will survive termination of these Terms and Conditions.

Modifications

We reserve the right to amend in any way we see fit the Resources, and the Terms and Conditions under which the Resources are offered, including but not limited to any cost associated with the use of the Site and/or the Resources, without notice to you.

You agree that by continuing to use the Site and our Resources after the date of any amendment to the Terms and Conditions you are agreeing to the relevant amendments.

Privacy

We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth). Our Privacy Policy sets out the manner in which we treat your personal information.

Publicity

You consent to us using advertising or publicly announcing that we have provided Resources to you.

Email

You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

Severance

If any provision (or part of it) of the Terms and Conditions is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these Terms and Conditions cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and Conditions and the remaining provisions (and remaining part of the provision) of the Terms and Conditions are valid and enforceable.

Jurisdiction & Governing Law

The Terms and Conditions are governed and construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of New South Wales.

Entire Agreement

These Terms and Conditions make up the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Definitions

Confidential Information:

Includes confidential information about the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know-how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as “confidential”.

Intellectual Property

Includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

For questions and notices, please contact us at:

Multi-Owned Properties Research Incorporated (INC 1700911)

admin@mopresearchhub.org

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