
LEGAL DISCLAIMER

1. USE OF WEBSITE

This website is operated by Realty Assist Australia Pty Ltd trading as CommCollect (ACN 639 613 808) (CommCollect). By accessing this website:

(a) you accept prior to accessing and using the website you have read this Legal Disclaimer and agree to be bound by it; and

(b) you accept prior to accessing and using the website you have read the privacy policy and acknowledge it.

If you do not agree to be bound by either the Legal Disclaimer or Privacy Policy then you are not permitted to access this website.

2. NON-AFFILIATED WEBSITES

On the website there are links to external websites not affiliated with CommCollect. CommCollect is not responsible for the content, operation or security measures of other websites and users should independently investigate these websites before using them. CommCollect does not accept any liability for losses or other outcomes suffered by users as a result of use of websites not affiliated to CommCollect.

3. USER POSTINGS

Where a user posts information on the CommCollect website they covenant that they will not post or publish on the site any materials or information that may:

(a) be illegal including intellectual property infringements, libellous or defamatory posts and false or misleading statements;

(b) be obscene or threatening; and

(c) impact upon the ability of the website to function and carry out services.

CommCollect cannot view and moderate all user posts on its website and is not responsible for the contents of user posts. Users agree to fully indemnify CommCollect for any alleged or actual damages caused by publication and contents of user posts. CommCollect reserves the right to delete or refuse to upload posts at their absolute discretion. The views expressed on the site do not necessarily represent the views of CommCollect or our employees, management, representatives or associates.

4. DATA SECURITY

CommCollect takes reasonable steps to ensure that personal information we hold is protected from unauthorised access, misuse and loss. We have procedures in place to safeguard information we hold which include electronic and physical safety measures. Users covenant to not attempt to impact upon the operation of the website or any CommCollect online services.

Users will be issued personal access details for the website and it is their absolute responsibility to maintain the confidentiality of their access details. CommCollect takes no responsibility for loss sustained as a result of a user's access details being made public.

The site uses cookies to keep track of visits and customise the website to provide a tailored experience. Individuals may choose to turn off cookies on their browser.

CommCollect does not disclose personal information to third parties except as outlined in our Privacy Policy.

5. OPT OUT

Individuals may opt out of receiving communications from CommCollect by clicking the unsubscribe link in our online communications.

6. DISCLAIMER & INDEMNITY

The information contained on this website is general in nature. CommCollect accepts no liability whatsoever for any loss, damage or expense suffered by individual as a result of information in this website.

All users by accessing the website agree to our terms of service and indemnify CommCollect against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) arising from or related to:

- (a) breaches or non-observance of any term of this agreement;
- (b) breaches or inaccuracy in any of user representations or warranties; and
- (c) any action brought by a third party.

CommCollect cannot give assurance of continuous secure access to the website and our services due to many factors outside CommCollect's control. The website is subject to change without notice.

7. INDEPENDENT ADVICE

The product information contained on this website is a general nature. CommCollect recommends all users obtain appropriate advice from an accountant or other business advisor, prior to entering into any transaction involving CommCollect.

8. WARRANTIES

CommCollect makes every effort to ensure the veracity of information on this website but does not warrant the accuracy, adequacy or completeness of the information.

All information provided on this website has been prepared without taking into account your individual financial situation. CommCollect does not warrant the suitability of the information for your purposes and suggests all users obtain appropriate advice from an accountant or other business advisor, prior to entering into any transaction involving CommCollect.

9. CONDUCTING A FACTORING BUSINESS

CommCollect does not provide credit or loans and engages solely in providing factoring arrangements under ASIC Corporations (Factoring Arrangements) Instrument 2017/794 issued by the Australian Securities and Investment Commission (effective 18 September 2017).

10. COPYRIGHT AND TRADEMARK

All information on this website is owned by and copyright of CommCollect unless otherwise stated and subsists under the Copyright Act 1968 (Cth). All rights reserved.

CommCollect's logos are the intellectual property of CommCollect and may not be used or reproduced without express written consent.

11. NOTICES

Any notices to CommCollect should be sent to:

Realty Assist Australia Pty Ltd Trading As CommCollect

47 Hay Street
SUBIACO WA 6008

12. GOVERNING LAW

The laws of the State of Western Australia govern our terms of service, privacy principles and legal disclaimer. By using this website or our service users and CommCollect agree to submit to the exclusive jurisdiction of the courts of the State of Western Australia and to the Federal Court of Australia sitting in Western Australia.

13. CONTACTING COMMCOLLECT

Contact details of CommCollect can be found at the contact us section of the CommCollect website: <https://commcollect.com.au/contact-us/>