



## **CENTURY GROUP WEBSITES – TERMS OF USE**

**Published: March 2011**

---

Century Group operates a number of websites to provide online access to information and news about the company, development projects, revenue properties and seniors' communities.

By accessing and using Century Group's websites, you agree to each of the Terms of Use. The terms govern your access to, and use of, the websites and their content. Further, your use of the websites will be deemed to constitute your acceptance of and agreement to be bound by these terms. They exempt Century Group and other persons from liability or limit their liability and contain other important provisions. If you do not agree with these terms, you may not use the websites.

Century Group reserves the right to modify the terms of use at any time without giving you prior notice. Each time you connect to a Century Group website, the most current version of these terms will govern your use. Accordingly, when you use the website, check the date of the terms and review any changes since the last version. You may print or download a copy of the terms of use at any time.

---

### **Table of Contents**

1. Use of Websites
  2. Copyright
  3. Trademarks
  4. Links to Third-Party Websites
  5. Linking to Century Group Website
  6. Downloading Files
  7. Disclaimer of Warranties
  8. Indemnification
  9. Limitation of Liability
  10. User Conduct
  11. User Supplied Information
  12. Password Security
  13. Correction of Errors and Inaccuracies
  14. Privacy Notice
- 

### **1. Use of Websites**

You may use a Century Group website, and the information, writing, images and other works that you see or otherwise experience on a website solely for non-commercial, personal purposes and/or to learn about the content. No right to any content is transferred to you, whether as a result of downloading or otherwise. Century Group reserves full intellectual property rights for all content. You may not use, alter, copy, distribute, transmit, or derive another work from any content obtained from a Century Group website, except as expressly permitted by the Terms of Use.



## **2. Copyright**

Copyright of all Century Group websites, and the content on those websites, is owned by Century Group, or sometimes its partners, affiliates, or contributors who have authorised content for Century Group to use. You may download and reprint content for educational, non-commercial, non-public, personal use only. Century Group has included photos on certain pages within the website to demonstrate ideas, show property features and residents in our properties. You may not use these images for commercial purposes.

## **3. Trademarks**

You are prohibited from using any of the marks or logos appearing throughout the website without permission from Century Group and any other trademark owner.

## **4. Links to Third-Party Websites**

Links on websites to third party websites, or for further information or resources, are provided solely as a convenience to you. If you use these links, you will leave the website. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by Century Group of the third party, the third-party website, or the information contained therein. Century Group is not responsible for the availability of any such websites. Century Group is not responsible or liable for any such website or the content thereon. If you use the links to the websites of Century Group affiliates or service providers, you will leave a Century Group website, and will be subject to the terms of use and privacy policy applicable to those websites.

## **5. Linking to Century Group Websites**

Century Group grants permission for you to link to any Century Group website. Unless specifically authorised by Century Group, you may not mirror or frame the home page or any other pages of a website on any other website or web page, or in any other broadcast media, such as video, television or photography.

## **6. Downloading Files**

Century Group cannot and does not guarantee or warrant that files available for downloading from our websites will be free of infection by software viruses or other harmful computer code, files or programs.

## **7. Disclaimer of Warranties**

Century Group makes no express or implied warranties, representations or endorsements whatsoever with respect to a website or its content. Century Group does not warrant that the functions performed by a website will be uninterrupted, timely, secure or error-free, or that defects in the website will be corrected. Century Group does not warrant the accuracy or completeness of the content, or that any errors in the content will be corrected. Websites and their contents are provided to you on an 'as is' and 'as available' basis.

## **8. Indemnification**

You understand and agree that you are personally responsible for your behaviour on a website. You agree to indemnify, defend and hold harmless Century Group, its affiliated companies, joint ventures, business partners, franchise licensors, employees, agents, and any third-party information providers against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use a website, the website content, or any violation by you of the Terms of Use.



### **9. Limitation of Liability**

In no event will Century Group be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (i) the use of or inability to use a website or the content, (ii) any transaction conducted through or facilitated by a website; (iii) any claim attributable to errors, omissions, or other inaccuracies in a website and/or the content, (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to a website or the content, even if Century Group has been advised of the possibility of such damages. If you are dissatisfied with a website, the content, or with the Terms of Use, your sole and exclusive remedy is to discontinue using the website.

### **10. User Conduct**

You agree to use Century Group websites only for lawful purposes. You agree not to take any action that might compromise the security of a website, render a website inaccessible to others or otherwise cause damage to a website or the content. You agree not to add to, subtract from, or otherwise modify the content, or to attempt to access any content that is not intended for you. You agree not to use a website in any manner that might interfere with the rights of third parties.

### **11. User Supplied Information**

Century Group does not want to receive confidential or proprietary information from you via a website. You agree that any material, information, or data you transmit to us or post to a website will be considered non-confidential and non-proprietary. For all submissions, (1) you guarantee to us that you have the legal right to post the submission and that it will not violate any law or the rights of any person or entity, and (2) you give Century Group the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

### **12. Password Security**

If you register to become a website user, you are responsible for maintaining the confidentiality of and access to your user identification and password information. You agree to accept responsibility for all activities that occur under your user identification and password.

### **13. Correction of Errors and Inaccuracies**

The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Century Group therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Century Group does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

### **14. Privacy Notice**

Century Group's Privacy Notice is available to review on all websites under the 'Privacy Notice' link.

*Copyright © 2011 Century Group. All rights reserved.*