

# Acceptable Use Policy – Rural, Residential and Commercial Listings

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## 1. INTRODUCTION

1.1. This Acceptable Use Policy is applicable to your use of the [gympierealestate.com.au](http://gympierealestate.com.au) web site to display residential rural and commercial property listings for sale or for rent. ("the Service").

1.2. This Acceptable Use Policy forms part of your agreement with us for the Service.

1.3. We may change this Acceptable Use Policy as set out in the Terms and Conditions for the Service.

## 2. YOUR OBLIGATIONS

2.1. You must abide by the provisions of this Acceptable Use Policy.

2.2. You must only use the Service for the purposes for which it was designed and offered and not for any other purpose including, but not limited to, any purpose stated in this Acceptable Use Policy as being not acceptable.

2.3. You must use the Service in a responsible manner, taking into account the effects your use of the Service may have on other users of the Service and the [gympierealestate.com.au](http://gympierealestate.com.au) web site.

## 3. ACCEPTABLE USE

3.1. It is acceptable to use the Service for the bona fide listing of real property for sale or lease, for the person entitled to offer the property for sale or lease and in accordance with the terms of this Acceptable Use Policy

## 4. WHAT IS NOT ACCEPTABLE USE?

4.1. It is not acceptable use of the Service to engage in any of the following practices, or to allow anyone else to engage in the following practices, in using the Service:

### *Listings other than real estate*

4.1.1. Listing anything other than real property for sale or lease. For example: cars, car spaces, boats, caravans and portable homes are not acceptable listings on [gympierealestate.com.au](http://gympierealestate.com.au).

### *Advertising your business*

4.1.2. Using the service to advertise your business rather than real property for sale or lease. Each listing uploaded must be a bona fide listing of real property for sale or lease.

### *Incorrect categorisation of properties for sale*

4.1.3. Listing properties for sale other than in accordance with the categories set out in 3.2 above

*Misuse of fields*

4.1.4. Placing irrelevant information in an information, description or picture field. You must only use the information, description or picture fields for inserting information that is intended for those fields

*Incorrect photos or pictures*

4.1.5. Displaying a photograph, drawing or other image that is not a photograph, drawing or image of the property being offered for sale or lease. Displaying photos of properties other than the property for sale or lease is not acceptable. 'Too Early for Picture' or images of cartoon houses are also not acceptable.

*False street and place names*

4.1.6. Using street names, suburbs or location names that are inaccurate or not officially recognised by Geoscience Australia. For example: stating that a property is within a neighbouring suburb, or using a suburb or locality name that is not recognised by Geoscience Australia is not acceptable. If in doubt, search the database at Geoscience Australia to ensure that your suburb or locality name is officially recognised.

*Listing of multiple dwellings at the same street address*

4.1.7. Listing more than 10 unique properties at the same street address . Using the same titles, images or descriptions for these listings is also not acceptable. Using a showroom or generic photo without reference in the listing to the fact that the image is not that of the property advertised is not acceptable.

*Animated logos and large files*

4.1.8. *Listing without authority*

4.1.9. Listing property that you are not authorised to sell or lease as the owner or vendor.

*Impersonating other persons*

4.1.10. Using the Service in way that is impersonating another person or persons.

*Reselling the Service or its contents*

4.1.11. Reselling the Service or its contents to any other person. If you are listing a property you must be the vendor or authorised by the vendor in the sale or lease of that property.

*References to third parties*

4.1.12. Publishing advertisements with the Service that contain a reference to a third party Advertisements must only refer a viewer to the person subscribing to [gympierealestate.com.au](http://gympierealestate.com.au).

*Misleading or deceptive conduct*

4.1.13. Using the Service in a way that does or is likely to mislead and deceive the public users of [gympierealestate.com.au](http://gympierealestate.com.au). This is the case regardless of what content is considered misleading or deceptive.

*Failure to advise properties as "under offer" or "under contract"*

4.1.14 Failing to advise a property as "under offer" or "under contract" within 72 hours of an offer being submitted in respect of a property or within 72 hours of a conditional private treaty contract for sale being entered into in respect of a property

*Other inappropriate content*

4.1.15. Using the Service for any unlawful, illegal, malicious or improper purpose. For example: it is not acceptable to, in your use of the Service, display material that:

4.1.16.1. may defame or discredit another person or business;

4.1.16.2. may disclose private, personal or confidential information;

4.1.16.3. might be considered obscene, offensive, menacing or abusive;

4.1.16.4. might infringe the intellectual property rights of others;

4.1.16.5. may violate any law, regulation, standard, content requirements or code promulgated by any relevant authority or industry body.

## **5. BREACHING THIS POLICY**

5.1. If you use the Service in a way that breaches this Acceptable Use Policy, you are in breach of your agreement with [gympierealestate.com.au](http://gympierealestate.com.au) for your use of the Service.

5.2. Breaching this Acceptable Use Policy may result in us taking action to remedy the breach. This might include: suspending your subscription; deleting a specific listing or any other action that we are permitted to take under our agreement with you and according to law.

5.2.1. Where we suspend or delete listings due to a breach by you of this Acceptable Use Policy, you will remain liable for your contractual obligations, including any fees and charges which may accrue, during the period of suspension and/or in relation to the listings deleted by us.