

OurProperty.com.au Pty Ltd
Terms and Conditions of Service

Reference Schedule

Details

Part A: Definitions and Additional Terms

Item	Term
Billing Date	Daily
Business Day Location	Brisbane, Queensland
Commencement Date	The first day you have access to the Software
Initial Implementation	Any services listed in the Proposal under the heading Implementation.
Initial Investment	The Onboarding fee listed in the Proposal under the pricing, or overridden on the signoff page.
Jurisdiction	Queensland, Australia
Ongoing Investment	The sum of all items listed in the Proposal under the heading Consumables, transactions and any additional ongoing charges that you accept from time to time.
Professional Services	All software consulting and management services, information technology services, customisation services, installation services, Additional Training or other stipulated services provided to you as identified in a Proposal or Statement of Works other than the Support Services.
Software	The software platform known as “Our Property”, the software platform known as “Our Property”, the software embedded and including all modules, tiers, extensions, add-ons and related mobile application or extensions thereto, including all source code, object code, architecture, designs, functionality, content (excluding your Content), concepts, features, and documentation related thereto, as well as all updates and customisations to any of the foregoing.
Term	Monthly

Part B: OurProperty.com.au Pty Ltd

1.	Name:	OurProperty Holdings Pty Ltd (ACN 660 656 655)
2.	Address:	30/50 Sanders Street Upper Mount Gravatt QLD 4122 Australia
3.	Contact Number:	1300 687 872

Additional Terms

Item	Term
Agent	A property agent, as defined by the relevant legislation, registered to the Platform, and appointed by the Landlord to provide property management services for a property
Job	A request submitted by You to Tradies, via the Platform, requesting quotes for the performance of work or services
Landlord	Owner of a property who has appointed the Agent to manage the property on their behalf
OurProperty Account	The account that is created for You through the Platform and attached to You to allow access to the Payment Process Service
Payment Process Service	The payment gateway facility available through the Platform
Platform	The Website and any associated mobile applications or software including but not limited to any and all uses of OurProperty.com.au and their Services via mobile applications, mobile devices, personal computers, email, telephones or other electronic devices.
Quote	An offer made by a Trade to provide the requested services at a particular price.
Rent	Includes all rental payments and other income paid by the Tenant to the Landlord through the Payment Process Service
Payment Provider	The company engaged by us to provide the Payment Process Service and their managing financial institution
Privacy Policy	The Privacy Policy adopted by us (as amended from time to time) and available on the Website.
Services	Property management services available through the Platform, including advertising upload, execution of management agreements, taking applications for property leases, tenant vetting, execution of leases and forms, collecting and disbursing rent, arranging maintenance and repairs, inspecting a property condition and soliciting quotes from Tradies

Services Profile	The profile posted by Tradies on the Platform providing relevant information including, qualifications, licenses and the type of work or services they offer
Tenant	The person who at any time is renting or occupying a property managed by the Agent.
Terms and Conditions	This document, including any additions, annexures or amendments to it and any other terms or conditions notified to You or listed on the website.
Tradie(s)	Professionals in various lines of work and commerce who register to the Platform in order to receive referrals for services and carry out repairs, maintenance and renovation works on properties.
Users	Agents, Landlords, Tenants, Tradies and any other person who uses or accesses the Platform
Website	OurProperty.com.au
You	Any Registered User of the Platform, including but not limited to an Agent, Landlord, Tenant and Tradie.
OurProperty	collectively, OurProperty.com.au Pty Ltd and, where the context relates to the collection, receipt, holding or disbursement of Rent, the Relevant Subsidiary acting under Schedule 1.

It is agreed as follows.

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Acceptance Date means the date the Proposal is signed by you.

Account means the account issued to you by OurProperty.com.au Pty Ltd for you to be able to access the Software, and all users and usernames relating thereto.

Additional Training means any training services provided by OurProperty.com.au Pty Ltd in addition to the Implementation Training.

Agreement means these OurProperty.com.au Pty Ltd Terms and Conditions of Service and its Schedules, the Proposal, the Statements of Work and any other schedules attached hereto as varied from time to time but shall exclude any changes made to the Agreement by you unless OurProperty.com.au Pty Ltd has expressly agreed otherwise.

Applicable Law means any statute, regulation, rule, by-law, ordinance, judgement, treaty, decree, convention, rule or principle of common law or equity, rule of any applicable stock exchange or other determination, or requirement, approval or policy of any Government Agency in any jurisdiction in which a Party carries on business or in which it is incorporated.

Authorised Representative means the Users designated by you to OurProperty.com.au Pty Ltd in writing from time to time who are authorised to create User Accounts, request variations to your Account, administer your use of the Service and otherwise represent you or act on your behalf for the purpose of this Agreement.

Billing Date means the dates set out in Part A of the Reference Schedule.

Business Day means a day on which banks are open for general banking business, excluding a Saturday, Sunday and a public holiday, in the Business Day Location.

Business Day Location means the place(s) set out in Part A of the Reference Schedule.

Cancellation Fee means the amount set out in Part A of the Reference Schedule.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, Loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, equity, by operation of law or otherwise and whether involving a third party or a party to this Agreement.

Commencement Date means the date set out in Part A of the Reference Schedule.

Confidential Information means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in written or tangible form in connection with this Agreement. Oral disclosure will also be deemed Confidential Information if it would reasonably be considered to be of a confidential nature or if it is confirmed at the time of disclosure to be confidential. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to

a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that, where permitted by law, the receiving party will promptly inform the providing party of any such requirement in advance and cooperate with any attempt to procure a protective order or similar treatment.

Content means the graphics, text, data, audio, photos, music, sounds, video or similar information or material provided, uploaded or submitted by you or any User to OurProperty.com.au Pty Ltd or the Software in the course of utilising the Software.

Consequential Loss means any loss or damage that:

- (a) is not fairly and reasonably considered as arising naturally, according to the usual course of things, from a failure to fulfil an obligation or duty; or
- (a) is not reasonably supposed to have been in the contemplation of the parties, at the time this Agreement was entered into, as a probable result of a failure to fulfil an obligation or duty.

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Duty means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.

Foreign Laws Schedule means the schedule attached as Schedule 3.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, exchange, department, commission, authority, tribunal, agency or entity in any part of the world.

GST has the meaning given in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Initial Implementation has the meaning given in Part A of the Reference Schedule.

Initial Investment has the meaning given in Part A of the Reference Schedule.

Insolvency Event means with respect to a person:

- (a) the person is dissolved, wound up or placed into bankruptcy or an order is made by a court or an application is made to a court for an order or a resolution is passed or the person gives notice of its intention that the person be dissolved, wound up or placed into bankruptcy;
- (b) a liquidator, provisional liquidator or trustee in bankruptcy is appointed in respect of the person or any property of the person or an application is made to a court for an order that a liquidator, provisional liquidator or trustee in bankruptcy be appointed in respect of the person or any property of the person;
- (c) a controller or administrator is appointed in respect of the person or any property of the person or takes possession or gains control of any property of the person;

- (d) except to reconstruct or amalgamate while solvent, the person enters into, or resolves to enter into, a scheme of arrangement, administration, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (e) the person is (or states that it is) insolvent or an insolvent under administration (each as defined in the Corporations Act);
- (f) as a result of the operation of section 459F(1) of the Corporations Act, the person is taken to have failed to comply with a statutory demand;
- (g) execution or other process issued on a judgment, decree or order of a court (whether an Australian Court or not) in favour of a creditor against the person, or another person authorised to be sued as nominal defendant on behalf of the person, is returned wholly or partly unsatisfied, or the person makes a statement from which it may be reasonably deduced that such an event has occurred;
- (h) the person is granted protection from its creditors under any applicable legislation; or
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Intellectual Property Rights means all present and future rights to:

- (a) trade marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, circuit layout rights, and all similar rights in any part of the world (including know-how); and
- (j) where the rights referred to in paragraph (a) are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such applications.

Jurisdiction means the state, territory or relevant legal jurisdiction which laws govern this Agreement set out in Part A of the Reference Schedule.

Losses means any costs, liabilities, losses, Claims, damages and expenses (including reasonable legal/attorneys' fees whether incurred or awarded) of any kind or nature whether arising in contract, tort (including but not limited to negligence), equity, by operation of law or otherwise.

Ongoing Investment has the meaning given in Part A of the Reference Schedule.

Parties means OurProperty.com.au Pty Ltd and You and **Party** means any one of them.

Personnel means any representative, director, employee, contractor or agent employed, engaged or instructed by a party.

Professional Services has the meaning given in Part A of the Reference Schedule.

Proposal means any Proposal and Product Information document entered into between the parties as varied from time to time.

Related Entities has the meaning set out in the Corporations Act.

Services means, collectively any and all services provided to you by OurProperty.com.au Pty Ltd including but not limited to services set out in a Proposal, the provision of any Software or the supply of Professional Services.

Service Level Schedule means the schedule attached as Schedule 1.

Software has the meaning given in Part A of the Reference Schedule.

Spam means emails or other form of communication sent to a recipient who has not granted verifiable consent for the message to be sent to them (unless the recipient's email details were obtained by the sender in the course of the sale or negotiations for the sale of a product or service to that recipient, and the email concerns the sender's similar products and services only), or who has withdrawn such consent or has otherwise refused the use of their details for direct marketing. For clarity, consent is defined as "any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to them".

Special Categories means the processing of special categories of data as defined in Article 9 of the Regulation (EU) 2016/679 (General Data Protection Regulation) and includes any category of data which is sensitive in nature.

Statement of Work or SOW means a written description of Professional Services only to be performed by OurProperty.com.au Pty Ltd under this Agreement, which shall specify as applicable, the fees associated with the work and other responsibilities of the parties. Each SOW shall remain in effect until terminated in accordance with this Agreement and/or the terms of the SOW.

Support Services means the support services further identified in Schedule 2.

Tax means any tax, goods and services tax, levy, charge, impost, duty, fee, assessment, contribution, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency and includes, but is not limited to any interest, fine, penalty, charge, fee or any other amount imposed on, or in respect of any of the above but excludes Duty.

Term has the meaning given in Part A of the Reference Schedule or as renewed or amended from time to time.

Upfront Payment has the meaning given in Part A of the Reference Schedule.

User means any individual expressly permitted by you in connection with your business or use of the Service who are authorised to use the Service and have been supplied with access to the Services by you (or by OurProperty.com.au Pty Ltd at your request).

User Account means an individual username and password account issued to you under your Account.

Workflow means any process or sequence of events caused by a breach of the Parameters.

You, you, Your or your means the legal entity or individual specified in the Proposal entering into this Agreement in their own right or on behalf of an entity as described in the Proposal.

Your Data means any information or data collected by OurProperty.com.au Pty Ltd or provided or submitted by you or any User in the course of utilising the Services.

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) terms defined in the Corporations Act are used in this Agreement with their defined meaning;

- (b) a reference to this Agreement or to another document includes any variation or replacement of any of them;
- (c) a reference to a statute, ordinance, code or other law (including to law and policies) includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the schedules and annexures to this Agreement are an integral part of this Agreement and references to this Agreement include references to such schedules and annexures;
- (e) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (f) the singular includes the plural and vice versa;
- (g) person includes a firm, a body corporate, an unincorporated Association or an authority;
- (h) amend includes delete or replace;
- (i) a reference to dollars, A\$ or \$ is to Australian currency;
- (j) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, any persons taking by novation) and assigns;
- (k) the words "including", "for example" or "such as" (and similar) when introducing a list of items do not exclude a reference to other items, whether of the same class or genus or not;
- (l) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it;
- (m) a reference to a year (other than a Financial Year), quarter or month means a calendar year, calendar quarter or calendar month respectively;
- (n) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (o) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (p) if a payment or other act must be made or done on a day which is not a Business Day, then it must be made or done on the next Business Day; and
- (q) if a period occurs from, after or before a day or the day of an act or event, it excludes that day.

1.3 Who prepared this Agreement

This Agreement is not to be interpreted against a Party on the basis that the Party prepared it or had it prepared.

1.4 Foreign Laws

If you reside in a jurisdiction that is listed as a foreign law jurisdiction (**Foreign Law Jurisdiction**) in the Foreign Law Schedule, the relevant provisions set out in the Foreign Laws Schedule in respect of that Foreign Law Jurisdiction apply to you and this Agreement is to be interpreted accordingly (*mutatis mutandis*) and to the extent of any inconsistency, the relevant provisions in

the Foreign Laws Schedule shall prevail. The whole of this Agreement is subject to this clause 1.4.

2 Scope of Agreement

2.1 Scope of Agreement

- (a) This Agreement applies to the Services and will govern any additional Services or variation to the Services OurProperty.com.au Pty Ltd may provide to you from time to time.
- (b) You are bound by this Agreement and OurProperty.com.au Pty Ltd's policies from the Acceptance Date.
- (c) OurProperty.com.au Pty Ltd may modify this Agreement from time to time, subject to the terms set out in clause 17.

3 Software

3.1 License

Subject to payment in full of the fees due to OurProperty.com.au Pty Ltd and compliance with this Agreement, OurProperty.com.au Pty Ltd grants you during the Term, for the number of Users specified in the Proposal, a non-transferable, non-exclusive license, without right to sublicense, to access and use the Software and Software functionalities identified in the Proposal, as hosted by OurProperty.com.au Pty Ltd.

3.2 Software Upgrades and Modifications

- (a) You agree that OurProperty.com.au Pty Ltd may update, upgrade or modify the Software, at any time, including the removal or modification of previously available functionality; provided, however, that any such updates, upgrades, enhancements and/or modifications shall not materially reduce the functionality of the Software.
- (b) Subject to clause 3.2(a), unless separately identified as having additional terms, any updates, upgrades, enhancements and/ or modifications provided to the Software will automatically be considered part of the Software and will be subject to the terms of this Agreement.

4 Access and Availability

4.1 Availability

Unless you have subscribed to the Service Level Schedule set out in the Proposal, you acknowledge that OurProperty.com.au Pty Ltd will, subject to planned downtime make reasonable efforts to ensure that the Software is generally available; however, OurProperty.com.au Pty Ltd does not guarantee, represent or warrant that access to the Software will be uninterrupted or error-free. OurProperty.com.au Pty Ltd does not guarantee that you will be able to access or use all of the Software's features at all times. OurProperty.com.au Pty Ltd will make reasonable efforts to notify you of system outages and scheduled downtime.

4.2 Service Level Schedule

If you have subscribed to the Service Level Schedule, as indicated in your Proposal, and paid the associated fees, OurProperty.com.au Pty Ltd will make commercial best efforts to ensure that the Software is available in accordance with the terms of the Service Level Schedule. Your sole remedy for any failure to provide the Software in accordance with the Service Level Schedule shall be the service credits identified therein.

4.3 Suspension of Services

OurProperty.com.au Pty Ltd may suspend or interrupt the Services, in whole or in part, if:

- (a) you or any Users are using the Services in breach of this Agreement or in breach of Applicable Law;
- (b) your system, your Account or User Accounts has been compromised or unlawfully accessed;
- (c) suspension of the Services is necessary to protect the infrastructure of OurProperty.com.au Pty Ltd or its affiliates, or is necessary to protect OurProperty.com.au Pty Ltd's other customers;
- (d) suspension is required under the law or necessary to protect OurProperty.com.au Pty Ltd's rights; and
- (e) if you fail to pay the fees applicable under this Agreement when due and you have not remedied the failure within fifteen (15) Business Days after receiving notification in writing.

4.4 Passwords and Access

- (a) OurProperty.com.au Pty Ltd shall issue you User Accounts for the Software in accordance with the number of Users specified in the Proposal.
- (b) Other than access by OurProperty.com.au Pty Ltd, you must use reasonable efforts to restrict unauthorised individuals and entities access to your Account or any User Accounts.
- (c) You are responsible for:
 - (i) all activities that occur under your Account; and

- (ii) maintaining the security and confidentiality of all your Account usernames and passwords. You must notify OurProperty.com.au Pty Ltd promptly of any unauthorised use of your Account or any other known or suspected breach of security of which you become aware.

5 Ownership

5.1 Software Ownership

- (a) OurProperty.com.au Pty Ltd retains all right, title and interest in and to the Software, and all Intellectual Property Rights related thereto. Title to and ownership of any modifications, upgrades, updates or customisations of the Software from any source shall be held exclusively by OurProperty.com.au Pty Ltd.
- (b) Subject to clause 6.1(a), you grant OurProperty.com.au Pty Ltd an exclusive, worldwide, royalty-free and irrevocable licence to make, use, sell, reproduce, modify, sublicense, disclose, distribute and otherwise exploit error reports, corrections, and suggestions provided by you concerning the Software and modifications based thereon or incorporated therein, which may include new functional features.

5.2 Content

- (a) Your Content is and shall remain your property or the property of the applicable third party. You grant OurProperty.com.au Pty Ltd a non-exclusive, worldwide, royalty-free and irrevocable license to use, reproduce, modify and prepare derivative works of your Content for the Term of this Agreement solely in connection with the provision of the Services.
- (b) You agree to perform such acts, and execute and deliver such instruments and documents, and do all other things as may be reasonably necessary to evidence or perfect the rights of OurProperty.com.au Pty Ltd set forth in this clause 6.

6 Implementation Training

- (a) For the purposes of this clause, **Implementation Training** means any items listed under the Implementation section of your Proposal.
- (b) The relevant fees for the Implementation Training will be set out under the Training and Implementation section of your Initial Investment.
- (c) You acknowledge that any and all unused Implementation Training expires twelve (12) months from the Acceptance Date. If you require further training, you must contact OurProperty.com.au Pty Ltd to purchase Additional Training.

- (d) Notwithstanding anything else in this Agreement, you acknowledge that a minimum of two (2) Business Days' notice is required to change or cancel any training scheduled with OurProperty.com.au Pty Ltd. If less than two (2) Business Days' is given, you will incur the full costs of the relevant training days plus any non-refundable out of pocket expenses, such as travel costs and disbursements that OurProperty.com.au Pty Ltd has incurred.

7 Professional Services

- (a) If you or your Authorised Representative request Professional Services, OurProperty.com.au Pty Ltd shall issue a Statement of Works covering such Professional Services.
- (b) Unless stated otherwise in an applicable SOW, any estimates of time provided in connection with deliverables or Services, are good faith projections, but are not guarantees. Unless otherwise agreed to by the parties in writing, in the event that OurProperty.com.au Pty Ltd provides Professional Services on a "time and materials" rate basis, OurProperty.com.au Pty Ltd shall charge you at OurProperty.com.au Pty Ltd's standard rates then in effect. In the event that OurProperty.com.au Pty Ltd provides Professional Services hereunder on a "fixed fee" rate basis, such fixed fee will cover only the specific tasks, expenses, and deliverables that the Statement of Work defines as included within the fixed fee. Unless otherwise agreed to by the parties in writing, any and all deliverables that you request that fall outside the Statement of Work or are otherwise not expressly included within such fixed fee payment schedule will be provided on a time and materials basis at OurProperty.com.au Pty Ltd's standard rates then in effect.
- (c) You shall pay OurProperty.com.au Pty Ltd for the Professional Services in accordance with the payment terms set forth in the applicable Statement of Work. Subject to the Statement of Works, OurProperty.com.au Pty Ltd shall invoice you for all such fees when due, which shall be paid by you within thirty (30) days of receipt.
- (d) OurProperty.com.au Pty Ltd shall be entitled to reimbursement for all documented, reasonable, out-of-pocket expenses incurred in connection with the provision of Professional Services to you under this Agreement, including, without limitation, travel, lodging, meals and transportation. OurProperty.com.au Pty Ltd shall provide estimates of such expenses in each SOW.
- (e) Unless otherwise indicated therein, all SOW may be terminated by either party:
 - (i) if the other party breaches a material term of the SOW or this Agreement and such breach is not remedied within fifteen (15) Business Days' notice; or
 - (ii) at any time for any reason.
- (f) In consideration of the parties' rights to terminate a SOW at any time, the parties agree that OurProperty.com.au Pty Ltd will not be liable for any Losses incurred or suffered by

you or any other person as a result of either parties' termination of a SOW in accordance with clause 9(e)(ii).

- (g) Upon termination of a SOW for any reason, without limitation to any other rights at law or equity, OurProperty.com.au Pty Ltd shall cease all work being performed thereunder and issue you with a final invoice. Termination of a SOW shall not eliminate your obligation to pay for time, expenses or deliverables incurred or performed prior to termination. In the event that you terminate a fixed fee SOW before deliverables are completed but after they have been commenced by OurProperty.com.au Pty Ltd, such SOW shall be converted to a time-and-materials SOW for such commenced but incomplete deliverables, and OurProperty.com.au Pty Ltd shall invoice you for the reasonable time incurred in connection with such incomplete deliverables.

8 Your Obligations

- (a) You are authorised to permit Users access to the Software via a User Account.
- (b) You understand and agree that:
 - (i) you and your Users are not permitted to distribute, upload, transmit, store, make available or otherwise publish or process through the Software, Content that:
 - (A) is unlawful or encourages another to engage in anything unlawful;
 - (B) contains a virus or any other similar programs or software which may damage the operation of OurProperty.com.au Pty Ltd's or another's computer;
 - (C) violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual property right of any party;
 - (D) breaches the terms of OurProperty.com.au Pty Ltd's privacy policies or any applicable third-party privacy policy;
 - (E) is libelous, defamatory, obscene, invasive of privacy or publicity rights, abusing, harassing, fraudulent, misleading, illegal, threatening or bullying.
- (c) You understand and agree that OurProperty.com.au Pty Ltd reserves the right to edit, modify or remove content being hosted by OurProperty.com.au Pty Ltd, including for violations of the above standards.
- (d) Your Users may only use the Software in accordance with Applicable Law.
- (e) The Software may place phone calls and text messages, which may incur fees with your carrier or your User's carriers. You agree that OurProperty.com.au Pty Ltd is not responsible for such fees.
- (f) Certain aspects of the Software may permit tracking of individuals and items. It is your sole responsibility to alert individuals interacting with, using or being tracked by the Software of such abilities. You must comply with all Applicable Laws relating to such notifications.

- (g) OurProperty.com.au Pty Ltd may enter into an additional terms of service and/or privacy policy (**Platform Agreement**) with a User prior to and during the User's use of the Services. Platform Agreements shall form binding contracts between OurProperty.com.au Pty Ltd and the User without your involvement and shall govern the relationship between OurProperty.com.au Pty Ltd and the User. You must not interfere with OurProperty.com.au Pty Ltd's implementation of a Platform Agreement or the Users' entry into a Platform Agreement.
- (h) You must not sublicense, resell or supply the Software for use in, or for the benefit of, any other organisation, entity, business, or enterprise without OurProperty.com.au Pty Ltd's prior written consent or unless authorised under this Agreement.

9 Payment

9.1 Initial Investment Payment

If there is an Upfront Payment, then upon acceptance of the Proposal you will be issued with an invoice for the Upfront Payment. The Upfront Payment is payable on the Acceptance Date. If any further amount is payable for the Initial Investment, the amount must be paid as set out in the Proposal.

9.2 Ongoing Investment

If there is an Ongoing Investment, then you must pay the Ongoing Investment amount on or before the Billing Date. You acknowledge that the Ongoing Investment are fees generated by the use of various functions on the platform and must be paid on or before the next billing date at all times.

9.3 Other Fees

You agree to pay all fees for the provision of the Services as set out in the Proposal, in the manner identified in the Proposal and for the duration of the Term. If Statements of Work are executed, you shall pay the fees in the Statements of Work at the times identified therein. If no time is identified in a Proposal or Statement of Work, fees will be payable daily based on the daily usage of the system and calculated by OurProperty.com.au Pty Ltd. Fees are exclusive of applicable tax, which shall be your responsibility.

9.4 Archive Fees

You acknowledge that on cancellation of the Term, if you wish to continue to access your data OurProperty.com.au Pty Ltd will charge an additional fee ("Archiving Fee") at the rate provided in the Proposal or any other such rate published by OurProperty.com.au Pty Ltd from time to time.

9.5 Set-off

You acknowledge that all payments to be made by you under this Agreement must be made without deduction or set-off unless otherwise expressly agreed in writing by OurProperty.com.au Pty Ltd. OurProperty.com.au Pty Ltd may, in OurProperty.com.au Pty Ltd's sole discretion, deduct and set-off any amount owing or that may become owing from you to OurProperty.com.au Pty Ltd, whether in relation to this Agreement or otherwise, from any amount that OurProperty.com.au Pty Ltd owes to you from time to time.

10 Your Data

10.1 Responsibility for Your Data

You acknowledge that the Software is an operations management tool only and is not a backup system. Although OurProperty.com.au Pty Ltd may provide you with copies of your Data from time to time, you understand that it is your responsibility to back up your Data in the manner and at intervals of your own choosing and that OurProperty.com.au Pty Ltd is not responsible for storing your Data. OurProperty.com.au Pty Ltd does not have an obligation or liability with respect to the deletion of, corruption, or failure to maintain copies or backups of your Data.

10.2 Ownership of Data

To the extent permitted by law, your Data will remain your property or, the sole property of such Users or their licensors, as applicable. Subject to this Agreement, you grant to OurProperty.com.au Pty Ltd a non-exclusive license to use, copy, store, transmit and display your Data to the extent necessary to provide and maintain the Software and to provide services to you and your Users.

10.3 Privacy

You agree that:

- (a) OurProperty.com.au Pty Ltd may monitor you and your User's use of the Software and may collect and use data and related information, including but not limited to information about you and your User's use of the Software, which may be gathered periodically to ensure compliance with this Agreement, to study and improve the Software, to facilitate the provision of updates, product support and to provide the services under this Agreement. Aggregated statistical data will be the property of OurProperty.com.au Pty Ltd. Furthermore, OurProperty.com.au Pty Ltd may communicate with you and your

Users regarding the Software and its functions, and for other requirements of OurProperty.com.au Pty Ltd;

- (b) you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of any data to OurProperty.com.au Pty Ltd for the duration and purposes of this Agreement;
- (c) you will not use OurProperty.com.au Pty Ltd's Services to store any Special Category of personal data and acknowledge that OurProperty.com.au Pty Ltd will not be liable under this Agreement for any data that may be stored without OurProperty.com.au Pty Ltd's express written consent that is classified as Special Category data;
- (d) any collection of your Data or a User's data by OurProperty.com.au Pty Ltd shall be collected in accordance with OurProperty.com.au Pty Ltd's Personal Data Protection Policy (as amended from time to time), which you agree forms part of this Agreement. A copy of OurProperty.com.au Pty Ltd's Personal Data Protection Policy can be provided on request; and
- (e) nothing in this Agreement prevents OurProperty.com.au Pty Ltd from disclosing your Data to the extent required by law such as if required by subpoena or court order.

10.4 Spam

- (a) You warrant that you will not utilise your User Account or, the Software to send marketing emails and/or other forms of marketing communication to Users or Third Parties either representing you or OurProperty.com.au Pty Ltd and our Services without their express consent. Consent must be given in accordance with relevant and Applicable Law.
- (b) You must provide proper evidence of your compliance with clause 12.4(a) at our request. If you cannot provide such evidence or, we find any evidence of Spam activity on your Account, we may suspend the provision of any Services and your User Accounts pending further investigation.
- (c) In the event of Spam activity being confirmed, OurProperty.com.au Pty Ltd may terminate this Agreement, your Account, the provision of any Services and your User Accounts at OurProperty.com.au Pty Ltd's discretion. If OurProperty.com.au Pty Ltd terminates this Agreement in accordance with this clause 12.4, you will forfeit all payments, credits or rights to receive the Services under this Agreement and we shall have no further liability to you.

11 Third Party Services

You acknowledge that:

- (a) you will be required to use third party products and/or services in support of the Services under this Agreement (**Third Party Services**);

- (b) the Third Party Services are not provided by OurProperty.com.au Pty Ltd and OurProperty.com.au Pty Ltd provides no warranty and accepts no liability in relation to Third Party Services;
- (c) any referral for Third Party Services that may be made by OurProperty.com.au Pty Ltd is provided for your convenience only and shall not constitute any warranty or guarantee of any kind from OurProperty.com.au Pty Ltd; and
- (d) the Third Party Services may be subject to additional terms and conditions.

12 Liability

12.1 Indemnity by OurProperty.com.au Pty Ltd

- (a) This clause 12.1 states your sole and exclusive remedies for infringement or claims alleging infringement.
- (b) OurProperty.com.au Pty Ltd will defend, indemnify, and hold you and your Personnel harmless from and against all Losses arising from any third party suit, action, or proceeding arising from the actual or alleged infringement of any copyright, patent, trademark, or misappropriation of a trade secret by the Software (other than in connection with your Content, your Data or any modifications or alterations of the Software) (**Infringement Action**).
- (c) In case of an Infringement Action, OurProperty.com.au Pty Ltd may, in its discretion, procure a license that will protect you against the Infringement Action without cost, replace the Software with non-infringing versions, or if it deems such remedies not practicable, OurProperty.com.au Pty Ltd may terminate this Agreement without incurring any liability.

12.2 Indemnify by You

- (a) To the extent permitted by law, you will compensate, reimburse and indemnify OurProperty.com.au Pty Ltd, OurProperty.com.au Pty Ltd's Personnel and OurProperty.com.au Pty Ltd's Related Entities from and against all Losses, howsoever arising, that OurProperty.com.au Pty Ltd, OurProperty.com.au Pty Ltd's Personnel and OurProperty.com.au Pty Ltd's Related Entities incur or may suffer or incur in connection with any Claim:
 - (i) alleging that your Data, your Content or other data or information supplied by you or your Personnel infringes the Intellectual Property Rights or other rights of a third party or has caused harm to a third party;
 - (ii) relating to your breach or alleged breach of this Agreement or any Applicable Law;

- (iii) arising out of your or your Personnel's act, omission, negligence or intentional misconduct;
 - (iv) arising out of Claims relating to use of your Account or you or your Users' use of the Services; or
 - (v) arising out of Claims relating to liability excluded, waived, assumed or acknowledged as the Client's responsibility in this Agreement.
- (b) At OurProperty.com.au Pty Ltd's sole discretion, OurProperty.com.au Pty Ltd may elect to require you to undertake any action or be directly responsible for any amount that is or will be your responsibility under clause 14.2(a) before OurProperty.com.au Pty Ltd undertakes or is required to undertake the action or pays or is required to pay the amount. The parties expressly agree that any selection made under this clause 14.2(b) does not prejudice OurProperty.com.au Pty Ltd's rights under this Agreement or at law, including any right to recover any amount payable by you under this Agreement as a debt payable on demand.

12.3 Indemnity Claim

- (a) In case of any Claim that is subject to indemnification under this Agreement, the party that is indemnified (**Indemnitee**) will provide the indemnifying party (**Indemnitor**) reasonably prompt notice of the relevant claim.
- (b) The Indemnitor will defend and/or settle, at its own expense, the Claim, subject to indemnification under this Agreement.
- (c) Each party will cooperate in good faith with the other to facilitate the defence of any such Claim and will tender the defence and settlement of any action or proceeding covered by this clause to the Indemnitor upon request.
- (d) Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability or the Indemnitee is OurProperty.com.au Pty Ltd.

12.4 Disclaimers and Limitations

- (a) To the extent permitted by law and the warranties expressly stated in this Agreement, the Software and all Services supplied by OurProperty.com.au Pty Ltd are provided "as is", without any further warranties or representations, express or implied. You assume all responsibility for exercising independent judgement in determining whether the Software or the materials generated thereby are accurate or sufficient for your purposes. OurProperty.com.au Pty Ltd does not warrant or guarantee that use of the Software will be free from defects, error-free or uninterrupted or that content loss will not occur.
- (b) To the extent permitted by law, OurProperty.com.au Pty Ltd is not liable for any Losses or Claims whether arising in contract, tort, equity, by operation of law or otherwise arising out of this Agreement or the Services except as expressly provided for in this Agreement.
- (c) Nothing in this Agreement shall exclude any condition, representation, warranty, guarantee or liability that cannot be excluded as a matter of law, including but not limited to those contained in the Australian Consumer Law to the extent that they apply.

- (d) Except in respect of liability arising under Schedule 1 in connection with the collection, receipt, holding or disbursement of Rent (which is instead governed by the liability provisions in Schedule 1), OurProperty.com.au Pty Ltd's liability arising from the breach of any condition, representation, warranty or guarantee shall at OurProperty.com.au Pty Ltd's discretion, be limited to and completely discharged by any one or more of the following:
 - (i) if the liability relates to the supply of goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired;
 - (ii) if the liability relates to the supply of services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

13 Confidentiality

- (a) Neither party will use the other party's Confidential Information except already provided for in this Agreement and as reasonably required for the performance of this Agreement.
- (b) Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials.
- (c) Each party agrees not to disclose the other party's Confidential Information to anyone other than its Personnel or advisors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder or to assist a party in meeting its legal obligations.
- (d) The confidentiality obligations set forth in this clause 15 will survive for as long as applicable information meets the definition of Confidential Information.
- (e) Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either:
 - (i) return all Confidential Information of the disclosing party and all copies thereof in the receiving party's possession or control to the disclosing party; or
 - (ii) destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

- (f) Notwithstanding the foregoing, nothing herein shall require a party to remove or delete the other party's Confidential Information from its long-term backup storage, provided that any such retained information shall remain subject to the confidentiality obligations of this Agreement.
- (g) Where a party is required to disclose Confidential Information pursuant to any legal process, that party will, where permitted by law, give prompt notice to the other party, if legally permissible, to enable the disclosing party to challenge such demand.

14 Variations

14.1 Variations to Fees

OurProperty.com.au Pty Ltd may change your current fees and charges at any time by providing notice in accordance with clause 14.3.

14.2 Variations to Services

If your Proposal includes a month to month license, then this clause 14.2 applies to you:

- (a) you or your Authorised Representative may request a variation to your Agreement to add or decrease usage of chargeable functions of the system at any time by submitting a request through your Account;
- (b) if you downgrade your subscription by reducing the chargeable features of the system, you will be charged the fees for your downgraded usage from the date of the next Billing Date immediately following the date the downgrade becomes effective; and
- (c) any charges incurred prior to the date of the downgrade is effective are non-refundable and you are not be entitled to any pro-rata refund or credit to your Account.

14.3 Variations to this Agreement

OurProperty.com.au Pty Ltd may make any changes to this Agreement or OurProperty.com.au Pty Ltd's policies at OurProperty.com.au Pty Ltd's sole discretion by written notice. If we reasonably expect the change to have a detrimental impact on you, we will give you thirty (30) days' notice in writing of the change. If you do not agree to the change, you may terminate this Agreement within thirty (30) days of the date of our notice in writing.

14.4 Date of Variation

Any variation to this Agreement or OurProperty.com.au Pty Ltd's policies will be deemed effective and binding upon you:

- (a) from the date of notice; or
- (b) if we expect the variation to have a detrimental impact on you, from expiry of the notice period, provided you have not otherwise exercised your right to terminate this Agreement in accordance with clause 14.3.

15 Term and Termination

15.1 Fixed Term

This subclause applies if the Term identified in the Proposal is for any period other than Monthly. Your rights to the Software commence on the Commencement Date and will continue until the expiry of the Term (**Expiry Date**). Either party may terminate any time, however you must provide OurProperty.com.au Pty Ltd with at least ten (10) Business Days written notice of the termination. You acknowledge that if you terminate this Agreement or if this Agreement is terminated due to your breach, then you must pay out the duration of your Term up to the Expiry Date immediately upon OurProperty.com.au Pty Ltd's request. Unless notice in writing is provided otherwise, on expiry of the Term, the Term will be converted to a Monthly Term and clause 17.4 of this Agreement shall apply.

15.2 Monthly Term

This subclause 17.4 applies if the Term identified in the Proposal is Monthly. Your rights to the Software commence on the Commencement Date and will continue on a month to month basis until terminated by either party. Either party may terminate at any time however, you must provide OurProperty.com.au Pty Ltd with at least ten (10) Business Days written notice of the termination. On termination by either party, you will continue to have access to the Software and be liable for the fees until the next monthly anniversary of the Billing Date following expiry of the notice period. To the extent permitted by law, payments are not refundable and OurProperty.com.au Pty Ltd does not provide refunds or credits for any partial subscription periods.

15.3 Termination for Variation

If this Agreement is terminated in accordance with clause 17.3, you must give us notice in writing of the termination. You will continue to have access to the Software and be liable for the fees until the second monthly anniversary of the Billing Date following expiry of the notice period in clause 17.3. You must pay:

- (a) any fees or charges incurred up to the date on which your termination takes effect; and
- (b) any outstanding amounts owed to OurProperty.com.au Pty Ltd under this Agreement.

15.4 Termination for Breach

OurProperty.com.au Pty Ltd, in its sole discretion, may suspend or terminate usernames and passwords, accounts, use of the Software and/or terminate this Agreement if you materially breach this Agreement and, if the breach is remediable, such breach has not been remedied within fifteen (15) Business Days of providing you with written notice of such breach.

15.5 Survival

Any clause capable of surviving termination or expiration of this Agreement, shall survive such termination or expiration. Such clauses include, but are not limited to clauses 1, 6, 12, 14, 15, 17,

16 Dispute Resolution

- (a) If any dispute, controversy or Claim arising out of or in relation to this Agreement, including with regard to the Agreement's existence, validity or termination, arises then you and OurProperty.com.au Pty Ltd agree to notify each other of the details of each matter in dispute, any amount claimed and the full details of the reasons why each matter is disputed (**Dispute Notice**).
- (b) If the dispute involves an error in the Services, OurProperty.com.au Pty Ltd shall attempt to identify and correct the error in accordance with this Agreement.
- (c) If the dispute cannot be resolved to the satisfaction of either party within sixty (60) days, then a director from each party (or other senior representative of the parties with authority to settle the dispute) will, within ten (10) Business Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute (**Meeting Request Notice**).
- (d) If the dispute is not resolved at that meeting, the parties agree to enter into mediation in good faith to settle the dispute and will do so in accordance with the Australian Disputes Centre Guidelines for Commercial Mediation (**Mediation Procedure**) in force at the time of the dispute. To initiate the mediation a party must give notice in writing to the other party to the dispute, referring the dispute to mediation (**Mediation Notice**). A copy of the referral should be sent to the Australian Disputes Centre (**Mediation Institution**) for your residence.
- (e) Unless otherwise agreed between the parties within ten (10) Business Days of receipt of the Mediation Notice, the mediator will be nominated by the Mediation Institution. Each party shall pay an equal share of the mediator's fees, costs and expenses.
- (f) If there is any point on the logistical arrangements of the mediation, other than the nomination of the mediator, upon which the parties cannot agree within ten (10) Business Days from receipt of the Mediation Notice, where appropriate, in conjunction with the mediator, the Mediation Institution will be requested to decide that point for the parties.
- (g) Unless otherwise agreed, the mediation will start not later than twenty (20) Business Days from receipt of the Mediation Notice. If the dispute is settled, the parties must sign a copy of the terms of settlement.
- (h) In the event that a dispute has not settled within ten (10) Business Days after the mediator has been appointed, or such other period as agreed to in writing between the parties, the dispute shall be referred to final and binding arbitration in accordance with the following:
 - (i) the arbitration shall be administered by the Australian Centre for International Commercial Arbitration and will be conducted in accordance with the ACICA

Expedited Arbitration Rules in force at the time of the dispute, as modified by this clause 18;

- (ii) the number of arbitrators shall be one (1). The arbitrator shall not be the same person as the mediator unless the parties each consent in writing to the arbitrator so acting;
 - (iii) the seat of arbitration shall be Queensland, Australia; and
 - (iv) the language of the arbitration shall be English.
- (i) You and OurProperty.com.au Pty Ltd agree that any error, dispute or proceedings, transcripts, statements, documents, discovery, correspondence or any and all other non-public information related to the error or dispute shall be treated as confidential in accordance with clause 15.
 - (j) Nothing in this Agreement shall prevent a party from seeking urgent injunctive relief from the courts in the place of your residence.
 - (k) Pending resolution of a dispute, the parties shall continue to perform their respective obligations under this Agreement.

17 General provisions

17.1 Notice

OurProperty.com.au Pty Ltd may give notice by means of electronic mail to your email address specified in the Proposal or on record in your Account or by written communication sent by post or by courier service to your address in the Proposal or on record in your Account. Such notice will be deemed to have been given upon the expiration of thirty-six (36) hours after mailing (if sent by first post or sending by courier) or twelve (12) hours after sending (if sent by email), or, if earlier, when received. Such notice will be deemed to have been given twelve (12) hours after sending, or, if earlier, when received. A party may, by giving notice, change its applicable address, email, or other contact information.

17.2 Costs and stamp duty

Each Party must pay their own costs in respect of this Agreement (for example, obtaining their own advice) and the matters contemplated by it.

17.3 Further Assurances

Each party must do all things (including executing agreements and documents) reasonably necessary to give full effect to this Agreement and the transactions contemplated by it.

17.4 Consents and approvals

A Party may give their consent conditionally or unconditionally or withhold their approval or consent in their absolute discretion unless this Agreement provides otherwise.

17.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

17.6 No Agency

No joint venture, partnership, employment, or agency relationship exists between you and OurProperty.com.au Pty Ltd as a result of this Agreement or use of the Service, except as expressly provided in Schedule 1 in respect of the collection, receipt, holding and disbursement of Rent.

17.7 As Principal

OurProperty.com.au Pty Ltd is entering into this Agreement as principal and not as agent for or on behalf of any other OurProperty.com.au Pty Ltd entity, except as expressly provided in Schedule 1, under which OurProperty.com.au Pty Ltd acts to identify and confirm the Relevant Subsidiary on the Landlord's behalf for the purposes described in that Schedule.

17.8 Relationship

- (a) The rights, duties, obligations and liabilities of the Parties under this Agreement are several and not joint or collective. Each Party will be individually responsible only for their obligations as specified in this Agreement.
- (b) Except as expressly provided in Schedule 1 in respect of the collection, receipt, holding and disbursement of Rent, nothing in this Agreement or the relationship between or amongst any Parties gives rise to a relationship of partnership, agency or joint venture or any other fiduciary obligations amongst the Parties.
- (c) A Party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other Parties to any obligation, except as expressly provided in Schedule 1.

17.9 No Waiver

The failure of OurProperty.com.au Pty Ltd to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by OurProperty.com.au Pty Ltd in writing.

17.10 Cumulative rights

The rights, powers, authorities, discretions and remedies of a Party under this Agreement do not exclude any other right, power, authority, discretion or remedy.

17.11 Operation of indemnities

- (a) Each indemnity in this Agreement survives the expiry or termination of this Agreement.
- (b) A party may recover a payment under an indemnity in this Agreement before it makes the payment in respect of which the indemnity is given.

17.12 Successors

This Agreement binds and benefits the Parties and their respective legal personal representatives, successors and permitted assigns.

17.13 Force Majeure

Subject to your payment, and excluding a party's inability to pay debts as they come due, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, pandemics, epidemics, quarantines, stay-at-home and similar orders, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

17.14 Assignment

Except for an assignment to a parent or subsidiary, this Agreement may not be assigned by either party without the prior written approval of the non-assigning party, provided that OurProperty.com.au Pty Ltd may assign this Agreement to: (i) an affiliate of OurProperty.com.au Pty Ltd; (ii) an acquirer of all or substantially all of OurProperty.com.au Pty Ltd's assets involved in the operations relevant to this Agreement; or (iii) a successor by merger or other combination. Any purported assignment in violation of this clause will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

17.15 Amendment

Save as provided in this Agreement, this Agreement may be amended only by a document which all parties have signed.

17.16 Entire Agreement

This Agreement, together with the Proposal and any applicable schedule or document incorporating these OurProperty.com.au Pty Ltd Terms and Conditions of Service by reference comprise the entire agreement between you and OurProperty.com.au Pty Ltd and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. To the extent of any inconsistency between a Proposal, SOW, these OurProperty.com.au Pty Ltd Terms and Conditions of Service and any other document, these OurProperty.com.au Pty Ltd Terms and Conditions of Service prevail unless expressly stated otherwise.

17.17 Exclusion of CISG

The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

17.18 GST

- (a) Terms used in this clause 19.13 have the meanings given to them in the GST Act.
- (b) If GST is payable on any taxable supply made under this Agreement, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable for the taxable supply.

- (c) As a pre-condition for payment of GST, the supplier must provide the recipient a valid tax invoice in respect of the supply at or before the time of payment of the GST.
- (d) The parties agree that payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made under this Agreement.
- (e) The amount recoverable on account of GST from the recipient to the supplier will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause 19.13.
- (f) If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of the amount of the reimbursable expense net of tax input credits (if any) to which the other party is entitled in respect of the reimbursable expense, and any GST payable by the other party in accordance with this clause 19.13.
- (g) This clause survives termination of this Agreement.

17.19 Governing law

- (a) This Agreement is governed by and must be construed in accordance with the laws of the Jurisdiction. To the extent permitted by law, such governing law governs all matters arising out of or relating to this Agreement or its performance or subject matter, including its execution and formation.
- (b) Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of the Jurisdiction.

17.20 Counterparts and electronic execution

- (a) All relevant counterparts of this Agreement, when executed and accepted, will be deemed to constitute one and the same instrument comprising a binding agreement between all of the Parties and may be enforced by each Party against each other Party as if they were all Party to a single agreement.
- (b) To the extent permitted by law, a counterpart may be executed electronically, including by using software or a platform for the electronic execution of contracts.
- (c) A print out of the executed deed once all parties signing electronically have done so, will be an executed original counterpart of this Agreement, irrespective of which party prints it.
- (d) Each party that signs this Agreement electronically represents and warrants that it or anyone signing on its behalf:
 - (i) has been duly authorised to enter into and execute this deed electronically and to create obligations that are valid and binding obligations on the party;
 - (ii) has affixed their own electronic signature; and
 - (iii) holds the position or title indicated under their electronic signature.

Schedule 1

Agent, Landlord, Tradie and Tenant Specific Terms

Eligibility to use the Platform

Use of the Platform is restricted to individuals 18 years of age and over and who can form legally binding contracts.

OurProperty does not endorse any registered User of an account, and we do not assume any responsibility for the confirmation or verification of any User's identity. OurProperty does not endorse, certify or guarantee any User of an account, including the User's identity or background, or whether the User is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to communicate and interact with other Users of OurProperty, whether online or in person.

Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to, conduct background checks on Users before joining OurProperty and thereafter from time to time at OurProperty's Discretion. OurProperty does not and cannot warrant that the background check is up-to-date or current and makes no representations as to the extent of the background check.

Agents acknowledge and warrant that they:

- (a) Are using the Platform as agent for Landlords who have appointed the Agent to act on their behalf, and who have authority to that effect;
- (b) will use the Platform in accordance with all relevant agency and tenancy agreements;
- (c) will use the Services and Payment Process Service with the authority of and on behalf of the relevant landlord;
- (d) The agent agrees and acknowledges that it must maintain all appropriate licenses to operate as an agent on behalf of landlords in their appropriate jurisdiction;

OurProperty will not be responsible or liable for any and all costs, losses or expenses incurred as a result of any information provided by you which is incorrect, incomplete or unlawful or was provided outside of your authority.

Landlord's Acknowledgements and Authorities

By accepting these Terms and Conditions, and by directing the Agent to use the Platform on the Landlord's behalf, the Landlord acknowledges:

1. that it has appointed the Agent under the Management Agreement to perform management services for the Property; and
2. that, in order to carry out that appointment, the Agent has engaged OurProperty to provide the Platform and Payment Process Service, and the Landlord consents to the Agent doing so.

The Landlord acknowledges and agrees that OurProperty.com.au Pty Ltd operates and makes available the Platform and Payment Process Service, and facilitates the arrangements described in this clause, but does not itself receive, hold or disburse Rent. The Landlord further acknowledges that, solely for the purposes of the collection, receipt, holding and disbursement of Rent through the Platform and Payment Process Service, Rent paid through the Platform is received into a regulated trust account operated by a subsidiary of OurProperty.com.au Pty Ltd, in accordance with applicable trust accounting legislation, for

the purpose of facilitating the collection and disbursement of Rent on the Landlord's behalf in the appropriate State or Territory.

The Landlord further agrees that, for those same purposes, the Landlord appoints as a co-agent of the Landlord whichever of OurProperty.com.au Pty Ltd's subsidiaries listed below holds the relevant trust account licence in the State or Territory where the Property is located ("**the Relevant Subsidiary**"). The Landlord acknowledges and agrees that Rent paid through the Platform is received into the Relevant Subsidiary's regulated trust account accordingly.

The Landlord authorises OurProperty.com.au Pty Ltd to identify and confirm, on the Landlord's behalf, which of its subsidiaries is the Relevant Subsidiary for the Property, and consents to that subsidiary receiving, holding and disbursing Rent on the Landlord's behalf accordingly. OurProperty.com.au Pty Ltd's subsidiaries include:

1. OurProperty Payments Pty Ltd (ACN 630 947 027)
2. OurProperty Payments (QLD) Pty Ltd (ACN 640 843 760)
3. OurProperty Payments (NSW) Pty Ltd (ACN 638 728 097)
4. OurProperty Payments (VIC) Pty Ltd (ACN 638 728 104)
5. OurProperty Payments (SA) Pty Ltd (ACN 638 787 336)
6. OurProperty Payments (WA) Pty Ltd (ACN 638 787 201)
7. OurProperty Payments (TAS) Pty Ltd (ACN 640 843 122)
8. OurProperty Payments (ACT) Pty Ltd (ACN 640 843 769)

For the purposes of the collection, receipt, holding and disbursement of Rent described above:

1. The Landlord directs and authorises the Agent to provide all instructions, payment details and any further information required to use the OurProperty Services for the management of the Property.
2. The Landlord explicitly authorises the Agent to use the Payment Process Service to distribute Rent for the Property.
3. The Landlord explicitly authorises the Agent to effect such distributions of Rent through the Payment Process Service at their direction.
4. The Agent acknowledges and agrees that all payments and distributions processed through the Payment Process Service will be conducted at the direction of the Landlord.
5. The Landlord acknowledges and warrants that they have appointed the Agent to act and utilise the Platform on their behalf.
6. The Landlord will provide all relevant directions to the Agent in relation to the use of the Services, Payment Process Service and the disbursement of rent.

The Landlord acknowledges that the OurProperty platform is licensed in each State of Australia in which it operates and settles funds through regulated Trust Accounts. The Landlord acknowledges that the OurProperty Terms and Conditions and Terms of Service form an addendum to the Agent's appointment agreement. A copy of the relevant state licences and the terms and conditions for OurProperty is available at <https://www.ourproperty.com.au/legalandcompliance/>.

OurProperty.com.au Pty Ltd and the Relevant Subsidiary will not be responsible or liable for any and all costs, losses or expenses incurred as a result of the use of the Platform by the Agent on behalf of the Landlord, except to the extent caused by OurProperty.com.au Pty Ltd's or the Relevant Subsidiary's negligence, wilful default, fraud, or breach of applicable trust account legislation.

Registration

In order to use the Platform, You must register an account. If You are registering an account on behalf of someone else or another entity, You represent and warrant that You have the authority to legally bind that person or entity and grant us all permissions and warranties provided in these Terms and Conditions.

You must register to use the Platform by providing your current, complete and accurate information as prompted by the applicable registration form, and any or all verification documents as requested by OurProperty.

We may, but are not obligated or required to, at any time, request that you provide to us a form of identification or qualification (of our choosing) to verify your identity or qualification/s. A failure to provide such identification or qualification (to our satisfaction) may result in us terminating your registration at any time. Such checks are for OurProperty's use and benefit only and are no guarantee or acknowledgement of your identity or qualification.

You will be allocated a username and must choose a password. You are responsible for maintaining the confidentiality and security of your Account. You must immediately notify OurProperty if you know, or reasonably suspect, that your credentials have been lost, stolen, misappropriated or otherwise compromised or in case of any actual or suspected unauthorized use of your Account.

You are liable for any and all activities conducted through your Account.

By registering to use the Platform, you will disclose information about yourself and your service requirements.

By providing this information to OurProperty, or by submitting a Job, you consent to having your details sent to other Users of the Platform. Upon accepting a Quote from a Tradie, OurProperty will send additional identifying information such as your name, contact number, email address and physical address of the job location to the Tradie.

You are responsible for ensuring that your information, personal or otherwise, on the Platform is correct, complete and current at all times.

You further consent to OurProperty's use and display on the Platform of data records from information collected from your Job, including your first name and the nature of the services you requested and your suburb/city. Such information helps other Users evaluate and utilise OurProperty's services.

OurProperty may provide pop-ups for relevant products provided by third parties. By clicking the links on the pop-ups, You consent to OurProperty providing your information to the relevant third party, and opt in, to receiving the information from the relevant third party.

Payment

Payment System

OurProperty offers a Payment Process Service to facilitate the payment and distribution of Rent.

Upon registration with OurProperty, the Agent must create an OurProperty Account for each Landlord and tenant by having each landlord and tenant link an active bank account, debit card, credit card or other authorised payment method.

OurProperty may limit or cancel your use of the Platform's Payment Process Service at any time at OurProperty's sole discretion.

Payment of Rent

The Tenant linked to the OurProperty Account may pay rent into the OurProperty Account by any of the following methods:

- Pay To (through NPPA);
- Direct Debit;
- Credit or Debit card payment;
- Payment at an Australia Post Office by means of cash or EFTPOS.
- Payment via CentrePay; or
- Payment by EFT into a 'wallet' account.

The available payment methods may be changed from time to time.

Distribution of Rent

The Landlord may determine how Rent paid into their OurProperty Account is distributed. Rent may be distributed to any of the following parties:

- The Landlord;
- The Agent;
- Tradies ; and/or
- Other parties such as the local government authority, Strata Manager or any other payee approved by the Landlord
-

The Landlord may determine the frequency at which Rent is distributed and may authorise a portion of Rent to be retained in a sinking fund for distribution at a later date.

Payment of Tradie Invoices

Payments for a Job will be due upon receipt of an invoice from the Tradie via the Payment Process Service or otherwise pursuant to terms of the agreement with the Tradie.

A Tradie may require a deposit prior to the Tradie's commencement of the work. The deposit can be paid through the Payment Process Service, or otherwise, pursuant to the terms of the agreement with the Tradie.

OurProperty is not liable for any payments not made to the Tradie.

Tradie Charges

A Tradie may charge interest or a late fee for late payments. OurProperty shall not be liable for any claims relating to, or arising out of, late fee or payments due and payable to Tradies.

Fees

Fees may be charged by the Bank and/or Payment Provider depending on the payment method.

You agree to pay the fees associated with any method which you elect to use via the Platform and the Payment Process Service. This includes transaction fees and fees for declined transactions.

Fees are subject to change. Information about current fees and charges is available upon request.

Your obligations in relation to Payments and Fees

You must promptly pay all Fees and other amounts due in accordance with your use of the Platform. You acknowledge that OurProperty.com.au Pty Ltd may set off any fees owing to OurProperty.com.au Pty Ltd or the Relevant Subsidiary from any amounts collected by OurProperty.com.au Pty Ltd or held by the Relevant Subsidiary on the Landlord's behalf, to the extent permitted by applicable trust accounting legislation.

In the event that an agency has not provided a credit card to OurProperty.com.au Pty Ltd then the agency hereby agrees and authorises OurProperty.com.au Pty Ltd to deduct, set off or otherwise take any fee, cost or charge owing to OurProperty.com.au Pty Ltd from any monies (i.e. management fees) due to be paid to the Agency by the Relevant Subsidiary out of the trust account, to the extent permitted by applicable trust accounting legislation.

In the event that a Tradie has not provided a credit card to OurProperty.com.au Pty Ltd then the Tradie hereby agrees and authorises OurProperty.com.au Pty Ltd to deduct, set off or otherwise take any fee, cost or charge owing to OurProperty.com.au Pty Ltd by the Tradie from any monies (i.e. management fees, payment for services) due to be paid to the Tradie.

Tradie's Jobs

Jobs

You (Property Manager, Landlord or Tenant) may submit a Job through the Platform. You must provide information, including details of the Job and location to submit a valid Job. All Jobs posted through the Platform must be lawful and not in breach of any Local Government law, State law, or Commonwealth law and in accordance with the tenancy agreement or the Landlords instructions.

A submitted Job should be descriptive enough to allow a Tradie to ascertain the necessary details to submit a fully informed Quote. After submission of a Job, the Property Manager will receive Quotes from Tradies qualified to provide the service.

Quotes

A Quote can be submitted by a Tradie in two forms:

- (1) A flat fee quote; or
- (2) An onsite estimate quote

A flat fee quote is used when a Job is specific enough to allow a Tradie to provide an accurate quote, which can include both material and labour costs when and if applicable, without an onsite visit.

All quotes must include any applicable GST.

A Quote from a Tradie may be cancelled or retracted anytime up until accepted.

Agreement with Tradies

You enter a legally binding agreement upon accepting a Quote, to pay the Tradie for the services provided.

Services Profile

OurProperty requires Tradies to post a Services Profile on the Platform. OurProperty does not review or verify the information or representations made in any Services Profile provided by the Tradie. Although OurProperty may take certain steps to examine the credentials of Tradies from time to time, OurProperty makes no guarantees, promises, warranties or representations of any kind regarding the skills or representations of such Tradies if you elect to retain their services.

You should conduct your own investigation of Tradies to verify, amongst other things, that the information presented by the Tradie, including whether the information in the Services Profile, is accurate.

Tenant's Profile

OurProperty may require the Tenants to post a Tenant's Profile on the Platform. OurProperty does not review or verify the information or representations made in the Tenant's Profile. Although OurProperty

may take certain steps to examine the history of the Tenant from time to time at OurProperty's discretion. Our Property makes no guarantees, promises, warranties or representations of any kind regarding the Tenant's capacity to pay rent, pay for Services, pay for a quoted Job or maintain a property.

You should conduct your own investigation of Tenant's to verify, amongst other things, that the information presented by the Tenant, including the information in the Tenant's profile is accurate. OurProperty does not warrant or represent information or documents provided by Tenants and expressly disclaims any warranties or representations as permitted by the law concerning such information.

Background Checks

Background checks may be performed on the Tradie's principal/owner named during the Tradie's registration with OurProperty before joining OurProperty's and thereafter from time to time at OurProperty's discretion.

OurProperty does not and cannot warrant that the background check is up-to-date or current and makes no representations as to the extent of any background checks. Further, background checks are not applicable to any Tradie employees or workers except the principal/owner of the Tradie business named by the Tradie during registration.

Licensing and Insurance

Tradies are requested to provide licensing information in their Services Profile. Different jurisdictions may require State and/or Local licensing for certain services. You are responsible for determining which licenses, if any, are required for a Job.

Tradies warrant that they have the appropriate license/s and insurance to perform any Quote at the time of providing the service.

OurProperty does not, and cannot, guarantee that a Trade providing a Quote for a Job, holds the required licensing for a particular job. Before You proceed, You should confirm all licensing requirements with your State and Local authorities and your selected Tradie.

Tradies may post information and documents concerning insurance policies, covering their operations. While OurProperty does not verify this information, Tradies are required to warrant that the information they submit is complete, accurate and current. Before You proceed, you should confirm the Tradie's existing insurance coverage and limits.

Relationship between OurProperty and Tradies

OurProperty and Tradies are separate entities and the employee of one of those entities is not an employee of another entity. OurProperty is not an agent of Tradies and vice versa. OurProperty and its affiliated companies provide only a referral service to Tradies.

In no event will OurProperty be considered a general contractor, construction manager, project manager, employer, joint employer, joint venture, or partner of Tradies or any of its affiliates or their respective personnel.

No Warranty or Endorsement of Tradie Services

OurProperty does not warrant or represent the services or identity of any particular Tradie. You expressly agree that your use of this Platform to engage Tradies for Jobs is at your own risk and that you are responsible for your own safety.

You acknowledge that OurProperty is not responsible or liable for any representation or misrepresentation by Tradies.

OurProperty does not, and cannot guarantee the work, materials supplied, or services rendered by the Tradie. OurProperty has no obligation or relationship whatsoever to You with regard to the provision of work, material or services by the Tradie.

Dispute Resolution

If You are dissatisfied with a Job performed by a Tradie, You agree to initiate communication with the Tradie to resolve any issue. If direct communications and efforts between You and the Tradie do not satisfy your concerns, You may contact OurProperty in writing to express dissatisfaction with the referral experience.

OurProperty will not directly participate in the resolution of any disputes between You and Tradies, but may facilitate communications between you. OurProperty is not liable for disputes, claims, losses, injuries or damage of any kind that might arise out of or relate to conduct of Users of the Platform.

You are solely responsible for interactions with Tradies.

This Clause does not prevent You taking any other civil action to which they are entitled.

Content on Platform

No reproduction, distribution or transmission of the copyrighted materials on the Platform is permitted whether in whole or in part. The copyrighted materials are provided for personal or internal business purposes only.

Any information provided by OurProperty is current as at the publication date only. Information is supplied on the basis that, while OurProperty believes all the information in it supplied by their third party providers is deemed reliable at the publication date, it does not warrant its accuracy or completeness, and to the full extent allowed by law excludes liability in contract, tort or otherwise, for any loss or damage sustained by You, or any other person arising from, or in connection with, the supply or use of the whole or any part of the information supplied by third parties in the OurProperty platform through any cause whatsoever.

OurProperty provides general information supplied by third parties. It is not intended as advice and should not be relied upon as such. The information has not been prepared by taking into account Your investment objectives, financial situation or personal needs.

Schedule 2

Foreign Laws Schedule

1 United States of America

1.1 General

If you reside in the United States of America, the following clauses apply to you and to the extent of any inconsistency, these terms shall prevail.

1.2 Definitions (Clause 1.1)

- (a) **Related Entities** means with respect to the applicable party, any corporation, company, partnership, trust, sole proprietorship or other entity or individual (each, an **Entity**) which:
 - (i) is owned or controlled by such party; (ii) owns or controls such party; or (iii) is under common ownership or control with such party.
- (b) **Own** means ownership of more than fifty percent of the voting securities, membership interest or other interest in the Entity, either directly or through a subsidiary relationship.
- (c) **Control** means the power to manage or direct the affairs of the Entity, either directly or through a subsidiary or contractual relationship.

1.3 Compliance with Export Laws (Clause 19)

- (a) Each party shall not use, export or re-export without compliance with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Software including, without limitation, the International Traffic In Arms Regulations (**ITAR**) (22 C.F.R. parts 120-130 (2010)); the Export Administration Regulations (**EAR**) (15 C.F.R. parts 730-774 (2010)); the U.S. anti-boycott regulations, including those under the EAR and U.S. Department of the Treasury regulations; and the various economic sanctions regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. You represent, on behalf of yourself and your employees, agents and contractors, that you are not a person listed on the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Treasury, Office of Foreign Assets Control, the Denied Persons or Denied Entities lists maintained by the U.S. Department of Commerce, Bureau of Industry and Security, the Debarred Persons List maintained by the U.S. Department of State, Office of Defense Trade Controls, any successors to the foregoing; or any similar lists maintained by any agency of the United States government. You will ensure that no person who has access to OurProperty.com.au Pty Ltd's Confidential Information is listed on any of the foregoing lists. You further represent that you do not engage in: (A) prohibited dealings or transactions with any persons on the foregoing lists; and (B) dealings or transactions which would cause you to be in violation of any embargo law.
- (b) You represent, warrant and covenant that to the extent a Foreign Person accesses the Software or any information provided in connection with this Agreement, You will: (A)

obtain prior written consent from OurProperty.com.au Pty Ltd; and (B) comply with all U.S. laws governing exports and re-exports, including EAR and ITAR. As used in this clause, a "Foreign Person" has the same meaning as "Foreign National" as defined in EAR and "Foreign Person" as defined in ITAR, as applicable.

1.4 Anti-Corruption (Clause 19)

You represent, warrant and covenant that you and no agent, affiliate, employee or other person associated with or acting on behalf of you, directly or indirectly: (i) has previously provided or will provide anything of value in the form of any unlawful contribution, gift, entertainment or other unlawful expense to any foreign official or foreign political party for the purpose of gaining or retaining business or obtaining any unfair advantage; (ii) has violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (**FCPA**) (15 U.S.C. 78dd-I, and 78dd-3 (1977) (as amended 1998)); or (iii) made any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment. Without limiting or waiving OurProperty.com.au Pty Ltd's other remedies available under this Agreement or at law, you will, at OurProperty.com.au Pty Ltd's option, pay to OurProperty.com.au Pty Ltd an amount equal to any monetary payment or thing of value provided to a third party in violation of this clause.

1.5 Disclaimer of Warranties (Clause 14)

Except as expressly stated otherwise, OurProperty.com.au Pty Ltd makes no warranties, express or implied, concerning the Software and any other subject matter of this Agreement, and OurProperty.com.au Pty Ltd hereby disclaims any and all implied warranties, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.

1.6 Dispute Resolution (Clause 18)

- (a) Any mediation or arbitration shall be administered by the American Arbitration Association (**Mediation Institution** or **Arbitration Institution**).
- (b) Any mediation shall be in accordance with the AAA Commercial Mediation Procedures (**Mediation Procedure**). All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties and their respective attorneys, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- (c) Any arbitration shall be in accordance with the AAA Commercial Arbitration Rules (**Arbitration Procedure**). Any court proceedings for preliminary relief, or relief in aid of arbitration, will be brought in state or federal court in Denver, Colorado. Any award, order, or judgment pursuant to arbitration under this provision will be deemed final and binding and may be enforced in any court of competent jurisdiction. The parties agree that the arbitrator will have no power or authority to make awards or issue orders of any kind that are prohibited by this Agreement. All arbitration pursuant to the Arbitration Procedure will be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing party to recover all or part of its attorneys' fees and other out-of-pocket costs incurred in connection with the arbitration.
- (d) The seat of arbitration shall be Denver, Colorado.

- (e) If you reside in the United States of America, you agree that you and OurProperty.com.au Pty Ltd waive the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceedings as to all disputes. The arbitrator may not consolidate more than one party's Claims. If this paragraph is held unenforceable, then this paragraph shall be severed, and the remaining provisions of the arbitration agreement remain in force.

1.7 Governing Law (Clause 19.19)

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction. Subject to the provisions of clause 1.6 of this Schedule 3 (Dispute Resolution), which such clause shall prevail in the event of a conflict, the parties hereby consent to the exclusive jurisdiction of the federal and state courts in Denver, Colorado and agree to accept the service of process of such courts such that any suit brought by either party against the other party for claims arising out of or related to this Agreement shall be brought in the federal and state courts located in Denver, Colorado.

1.8 Attorney's Fees (Clause 18)

Subject to the provisions of clause 1.6 of this Schedule 3 (Dispute Resolution), if any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

1.9 Waiver of Jury Trial (Clause 18)

Subject to the provisions of clause 1.6 of this Schedule 3 (Dispute Resolution), each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or related to this Agreement.

2 Canada

2.1 General

If you reside in Canada, the following clauses apply to you and to the extent of any inconsistency, these terms shall prevail.

2.2 Definitions (Clause 1.1)

- (a) **Related Entities** means with respect to the applicable party, any corporation, company, partnership, trust, sole proprietorship or other entity or individual (each, an **Entity**) which:
 - (i) is owned or controlled by such party; (ii) owns or controls such party; or (iii) is under common ownership or control with such party.
- (b) **Own** means ownership of more than fifty percent of the voting securities, membership interest or other interest in the Entity, either directly or through a subsidiary relationship.
- (c) **Control** means the power to manage or direct the affairs of the Entity, either directly or through a subsidiary or contractual relationship.

2.3 Compliance with Export Laws (Clause 19)

The Software may be subject to Canadian export control laws. Each party shall comply with the export laws and regulations of Canada and other applicable jurisdictions in providing and using the Software. Without limiting the foregoing, you warrant and represent that:

- (a) You are not named on any Canadian government list of persons or entities prohibited from receiving exports;
- (b) You shall not, directly or indirectly, export, re-export or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation; and
- (c) You shall comply with all applicable federal laws, regulations and rules and complete all required undertakings (including obtaining any necessary export licence or other governmental approval), before exporting, re-exporting, releasing or otherwise making the Software available outside Canada.

2.4 Dispute Resolution (Clause 18)

- (a) Any mediation shall be administered by the ADR Institute of Canada (**Mediation Institution**) in accordance with the National Mediation Rules (**Mediation Procedure**).
- (b) If the *International Commercial Arbitration Act*, 2017, S.O. 2017, c. 2, Sched. 5 applies, then any arbitration shall be in accordance with the *International Commercial Arbitration Act*, 2017, S.O. 2017, c. 2, Sched. 5.
- (c) If the *International Commercial Arbitration Act*, 2017, S.O. 2017, c. 2, Sched. 5 does not apply, any arbitration shall be in accordance with the *Arbitrations Act*, 1991, S.O. 1991, c. 17.
- (d) Such arbitration shall be conducted by a single arbitrator, appointed by a Judge of the Ontario Superior Court of Justice upon the application of any of the parties. Any such arbitration shall be held in the Municipality of Metropolitan Toronto.
- (e) The seat of arbitration shall be Toronto, Canada.
- (f) The procedure to be followed shall be agreed by the parties or, in default of agreement, determined by the arbitrator. The arbitrator shall have the power to proceed with the arbitration and to deliver the arbitrator's award notwithstanding the default by any party in respect of any procedural order made by the arbitrator.
- (g) The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

2.5 Intellectual Property Rights (Clause 6)

OurProperty.com.au Pty Ltd reserves and shall retain its entire right, title and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, subject to the licence expressly granted to you in this Agreement. You covenant and agree to safeguard all Software from infringement, misappropriation, theft, misuse or unauthorized access.

2.6 Disclaimer of Liability (Clause 14)

In no event will OurProperty.com.au Pty Ltd or its Related Entities, or any of its or their respective licensors or service providers, be liable to you for any use, interruption, delay or inability to use the software. You are provided the Software under this Agreement solely for your benefit and at your discretion. You acknowledge that you have no rights under this Agreement including any rights to enforce any of its terms. Any obligation or liability OurProperty.com.au Pty Ltd or its Related Entities, or any of its or their licensors or service providers, may have with respect to your use or inability to use the Software shall be solely to you and subject to all limitations of liability set forth herein.

2.7 Governing Law (Clause 19.19)

This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the Province of Ontario, Canada, and, subject to this Agreement, the parties agree to submit to the exclusive jurisdiction of the courts located closest to Toronto, Ontario.

3 United Kingdom

3.1 General

If you reside in the United Kingdom, the following clauses apply to you and to the extent of any inconsistency, these terms shall prevail.

3.2 Definitions (Clause 1.1)

- (a) **Related Entities** means any business entity from time to time controlling, controlled by, or under common control with, either party.
- (b) **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

3.3 VAT and Taxes (Clause 19.18)

- (a) All sums payable under this Agreement are exclusive of any VAT chargeable on the supplies for which such sums (or any part of them) are the whole or part of the consideration for VAT purposes.
- (b) Where, under this Agreement, any party makes a supply to any other party (**Recipient**) for VAT purposes and VAT is or becomes chargeable on that supply for which the supplying party is required to account to the relevant tax authority, the Recipient shall, subject to the receipt of a valid VAT invoice, pay the supplying party (in addition to and at the same time as, any other consideration for that supply) the amount of such VAT.
- (c) Where any party is required by this Agreement to reimburse or indemnify any other party for any cost or expense, that first party shall reimburse or indemnify the other party for the

full amount of the cost or expense, including any VAT on that amount, except to the extent that the other party is entitled to credit or repayment for that VAT from any relevant tax authority.

- (d) All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Products shall be your responsibility and for your account.

3.4 Dispute Resolution (Clause 18)

- (a) Any mediation shall be administered by the Centre for Effective Dispute Resolution (**Mediation Institution**) in accordance with the CEDR Model Mediation Procedure (**Mediation Procedure**).
- (b) Clause 18(h) of the Agreement is deleted.

3.5 Data Protection (Clause 12)

- (a) In this clause "Data Protection Legislation" shall mean the Data Protection Act 2018, Regulation (EU) 2016/679 (General Data Protection Regulation) (**GDPR**) (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals.
- (b) In addition to each party's obligations under clause 12 (Your Data), both parties will comply with all applicable requirements of the Data Protection Legislation, this clause 3.5 of this Schedule 3 and OurProperty.com.au Pty Ltd's Personal Data Protection Policy (as amended from time to time), which you agree forms part of this Agreement.
- (c) You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to OurProperty.com.au Pty Ltd for the duration and purposes of this Agreement.
- (d) OurProperty.com.au Pty Ltd shall, in relation to any personal data processed in connection with the performance by OurProperty.com.au Pty Ltd of its obligations under this Agreement:
 - (i) assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (ii) notify you without undue delay on becoming aware of a personal data breach;
 - (iii) at your written direction, delete or return personal data and copies thereof on termination of the Agreement unless otherwise required by law store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
 - (iv) maintain complete and accurate records and information to demonstrate its compliance with this clause 3.5 of this Schedule 3 and immediately inform you if, in the opinion of OurProperty.com.au Pty Ltd, an instruction infringes the Data Protection Legislation.

3.6 Third party rights (Clause 19)

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the *Contracts (Rights of Third Parties) Act 1999*.

3.7 Governing Law (Clause 19.19)

This Agreement shall be governed by and construed in accordance with the laws for the time being in force in England and Wales, and, subject to this Agreement, the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

4 New Zealand

4.1 General

If you reside within New Zealand, the following clauses apply to you and to the extent of any inconsistency, these terms shall prevail.

4.2 Definitions (Clause 1.1)

Related Entities means any Associated Person as that term is defined in Section YB of the *Income Tax Act 2007*.

4.3 Consumer Guarantees Act 1993 & Fair Trading Act 1986 (Clause 19)

If you are using or receiving the Services for the purpose of a trade or business, you acknowledge and agree to contract out of:

- (a) the provisions of the *Consumer Guarantees Act 1993*; and
- (b) Sections 9, 12A, 13 or 14(1) of the *Fair Trading Act 1986*.

4.4 Privacy Act 1993 (Clause 12)

OurProperty.com.au Pty Ltd may collect personal information about you or your Users as a result of performing its rights and obligations under this Agreement (refer clause 12 (Your Data) and OurProperty.com.au Pty Ltd's Personal Data Protection Policy (as amended from time to time) for more information about the purposes for which the information may be used). This information is stored using our cloud-based system which is accessed by us over the internet. In addition, you agree that any information about you or your Users provided to OurProperty.com.au Pty Ltd may be used by OurProperty.com.au Pty Ltd at any time for any purposes connected with its business. You have rights to access and correct your personal information under the *Privacy Act 1993*.

4.5 Dispute Resolution (Clause 18)

- (a) Any mediation or arbitration shall be administered by the Arbitrator's and Mediator's Institute of New Zealand (**Mediation Institution** or **Arbitration Institution**).
- (b) Any mediation shall be in accordance with the Arbitrator's and Mediator's Institute of New Zealand Mediation Protocol (**Mediation Procedure**).
- (c) Any arbitration shall be in accordance with the Arbitrator's and Mediator's Institute of New Zealand Arbitration Rules (**Arbitration Procedure**).

(d) The seat of arbitration shall be Auckland, New Zealand.

4.6 Governing Law (Clause 19.19)

This Agreement shall be governed by and construed in accordance with the laws for the time being in force in Auckland, New Zealand and, subject to this Agreement, the parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.