

Terms and Conditions

These Terms and Conditions are effective as of 1st April 2020.

These Terms and Conditions constitute a legally binding Agreement between You and OurProperty.com.au Pty Ltd [ABN 14 617 498 576] and applies to Agents, Landlords, Tenants and Tradies.

These Terms and Conditions governs your access to OurProperty's online Platform which facilitates the property management process including collection and disbursement of rental and associated payments, and solicits quotes from Tradies.

You agree to be bound by the Terms and Conditions and the Agreement continues until terminated in accordance with the provisions of these Terms and Conditions. Your continued use of this Platform constitutes your agreement to these Terms and Conditions.

1. Defined Terms

Term	Meaning
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 by 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.
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.

2. Scope of Services Provided by OurProperty

OurProperty provides Agents, Landlords, Tenants and Trades, (You), an online Platform to facilitate 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. OurProperty does not become a party to any contractual relationship between you and any other registered user of the Platform (for example, between a Landlord and Tradie).

OurProperty has an agreement between the Agent and the Landlord to collect and disburse rental payments.

The Platform allows rental monies to flow from Tenants to Landlords and creditors. The funds are settled into a regulated trust account held by OurProperty Payments Pty Ltd, eliminating the need for Agents to collect rent.

OurProperty does not conduct any form of real estate agency business or property agent business.

OurProperty warrants that the Platform complies with legislation in every Australian State and has national compliance in relation to the banking regulation.

3. Acknowledgement and Amendments

You acknowledge and agree that features of the Platform may be subject to additional registration requirements or additional Terms and Conditions. You agree to abide by these additional terms and conditions. A breach of the additional terms while accessing the Platform shall constitute a breach of these Terms and Conditions.

OurProperty reserves the right to modify these Terms and Condition at any time in accordance with this provision. If any amendments are made to the Terms and Conditions, OurProperty will post the revised Terms on the Platform and update the "Last Updated" date at the top of these Terms. We will also provide you with notice of the amendments by email or on screen while using the Platform at least thirty (7) days before they become effective. If you do not terminate your Agreement before the date the revised terms become effective, your continued access to the Platform will constitute acceptance of the revised terms.

4. Continuity of Services Provided on the Platform

OurProperty cannot guarantee the continuous and uninterrupted availability of the Platform. OurProperty reserves the right at any time to modify, discontinue (temporarily or permanently) the Platform or Services with or without notice to You. You agree that OurProperty shall not be liable for any losses sustained by You as a result of any modification, suspension or discontinuance of the Platform or Services.

5. 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;

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.

6. 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:

- (a) that it has appointed the Agent to perform management services for the Property; and
- (b) In consideration of the Agent entering into an agreement with OurProperty, the Landlord has engaged the Agent to act on their behalf through the OurProperty Platform.

The Landlord directs and authorizes the Agent to provide all instructions, payment details and any further information required to use the OurProperty Services for the management of the Property.

The Landlord explicitly authorises the Agent to use the Payment Process Service to distribute Rent for the Property.

The Landlord explicitly authorises the Agent to effect such distributions of Rent through the Payment Process Service at their direction.

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.

Landlords acknowledge and warrant that they have appointed the Agent to act and utilise the Platform on their behalf.

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.

OurProperty 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.

7. 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.

8. Payment

8.1. 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.

8.2 Payment of Rent

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

- (a) Direct debit;
- (b) Credit or Debit card payment; or
- (c) Payment at an Australia Post Office by means of cash.

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

8.3. 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:

- (a) The Landlord;
- (b) The Agent;
- (c) Tradies ; and/or
- (d) 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.

8.4. 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.

8.5 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.

8.6 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.

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

8.7. 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 you will indemnify OurProperty for all fees and other amounts payable in accordance with your Use of the Platform.

9. Tradie's Jobs

9.1. 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.

9.2. 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.

9.3. Agreement with Tradies

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

9.4. 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.

9.5. 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.

9.6. 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.

9.7. 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.

9.8. 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.

9.9 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.

9.10. 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.

10. 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.

11. Limitation of Liability

You agree and acknowledge that, to the maximum extent permitted by law:

- (a) Neither You nor OurProperty shall be in breach of these Terms and Conditions due to failure of performance that arises out of causes beyond its reasonable control.
- (b) Under no circumstances will OurProperty or any of its agents, licensees, affiliates, advertisers, promoters or distribution partners be liable to You for any incidental or consequential loss (which includes loss of profit, of opportunity or damages otherwise) whether in contract or in Tort resulting from anyone's use of the OurProperty Platform, any content posted on the Platform or transmitted to users, or any interactions between Users of the Platform, whether online or offline.
- (c) Under no circumstances will OurProperty or any of its agents, licensees, affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from any person's or entities use of the Our Property Platform, any content posted on the Platform or transmitted to Users, or any interactions between Users of the Platform, whether online or offline.
- (d) OurProperty excludes all liability for any advice or recommendations provided by it.
- (e) OurProperty is not responsible or liable for any incorrect or inaccurate content posted on the Platform or in connection with the Platform, whether caused by Users of the Platform, or by any of the equipment or programming associated with or utilized in the Platform.
- (f) Our Property is not responsible or liable for any loss or damage caused by errors, faults, acts or omissions of the Payment Provider.
- (g) OurProperty is not responsible or liable for the conduct, whether online or offline, of any User or other third party users of the Platform. OurProperty assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications.

12. Indemnification

You agree to defend and fully indemnify and hold harmless OurProperty affiliated companies (and its parents, subsidiaries, agents, directors, officers, employees, consultants and contractors) from and against any loss, liability, claim, demand, action or suit, including reasonable legal fees, connected to, resulting from or arising out of:

- (a) Your use of or access to the Platform or the Services;
- (b) Your reliance on any information provided through the Platform;
- (c) Any breach by you of these Terms and Conditions; or
- (d) Any willful, unlawful or negligent act or omission by you or any third party who obtained access to the Platform or Services through you

Except to the extent such loss is caused by Our Property's sole negligence.

13. Termination of Account

This Agreement continues until terminated. You may terminate your account at any time and for any reason by providing a written notice of termination to OurProperty to PO Box 3325, Sunnybank South, QLD 4109, or email the Notice of termination to support@OurProperty.com.au.

OurProperty may terminate your account and the Agreement at any time if we believe or suspect that you have breached these Terms and Conditions.

OurProperty may terminate your Agreement at any time without reason by giving 60 days written notice.

Termination of these terms and agreements does not terminate any agreement, or any obligation, between You and any other User of the Platform, in respect of a payment or a liability.

14. Privacy

These Terms and Conditions are to be read in conjunction with the Privacy Policy available at <http://OurProperty.com.au/about/privacy>.

15. General

If there is any dispute arising out of this Agreement or the use of the Platform, by using the Platform you expressly agree that any such dispute shall be governed by the laws of Queensland, without regard to its conflict of law provisions, and you expressly agree and consent to the exclusive jurisdiction of Queensland, for the resolution of any such dispute.

If any part of these Terms and Conditions are void or unenforceable the enforceability of any other part of the Terms and Conditions will not be affected. All other terms will remain in full force and effect.

No waiver by OurProperty of any term contained in these Terms and Conditions will be deemed a further or continuing waiver of that term or any other term, and our failure to assert any right or provision under these Terms and Conditions will not constitute a waiver of that right or provision.

You may not waive any term contained in these Terms and Conditions.

These Terms and Conditions may be assigned or novated by us to a third party without your consent. In the event of an assignment or novation you will remain bound by these Terms and Conditions.

These Terms and Conditions contain the entire agreement between you and OurProperty with respect to its subject matter contemplated within and supersedes all earlier conduct and/or agreements between you and OurProperty with respect to its subject matter.