

This Agreement was last updated on February 15, 2015.

## AGENT END USER TERMS OF SERVICE (TOS)

### 1. Introduction

- 1.1 These Terms of Service (“**TOS**”) set out the terms and conditions that govern your access to and use of the Urbanise.com technology or any part thereof (the “**Platform**”). The Platform is owned and hosted by Urbanise.com Limited ABN 70 095 768 086 (“**Urbanise**”) and operated (under licence from Urbanise) by the company which has granted you permission to access and use the Platform (the “**Operator**”), which in these TOS are together referred to as “**we**”, “**us**” or “**our**”.
- 1.2 These TOS are a legal agreement between your company, or you personally where you are an employee of Operator, (each “**you**” or “**your**”) and us, and by registering to use the Platform, you agree to be bound by these TOS, so you should read these TOS carefully before registering to use the Platform. If you do not agree, press 'Cancel' or 'Back'.

### 2. Definitions

- 2.1 Capitalised terms have the following meanings in these TOS:
- 2.1.1 “**Content**” means all information of whatever kind (including blogs, articles, comments, photos, logos, videos, audio, images, advertisements etc.) published, stored or sent on or in connection with the Platform.
- 2.1.2 “**User**” means any person who access or uses the Platform, including Operator’s suppliers and end users.

### 3. Registration and Security

- 3.1 You must register to access and use the Platform and to perform certain activities when you use the Platform. You agree to provide accurate, current and complete information about yourself as requested or directed on the Platform (including meeting the minimum age requirement of 18 years to access and use the Platform), and to promptly update this information to maintain its accuracy. We have the right to suspend or terminate your registration and to refuse any and all current or future use of the Platform if we suspect that such information is inaccurate or incomplete. You are responsible for maintaining the confidentiality of any password and username you are given or select in connection with the Platform, and you are fully responsible for all activities that occur under your password or account. You agree to immediately notify us if you become aware of any unauthorised use of your password or username or any other breach of security.

### 4. Access and use of the Platform

- 4.1 Access to and use of the Platform is provided to you subject to the terms of these TOS.
- 4.2 As an agent for, or a supplier to, the Operator, your right to use the Platform has been provided by the Operator under licence grant from Urbanise, and you must access and use the Platform in accordance with that licence grant.
- 4.3 We are entitled, without notice and without liability, to suspend your access to the Platform for repair, maintenance, improvement or other technical reason at any time.
- 4.4 You are required to comply with: (i) all applicable laws (including, without limitation export control and intellectual property laws) in connection with your access to and use of the Platform; (ii) any other guidelines or requirements provided through the Platform; and (iii) our reasonable directions regarding access to or use of the Platform. As a condition of your access and use of the Platform, you agree that you will not use the Platform for any purpose that is unlawful or inconsistent with these TOS.
- 4.5 You must not (or authorise any person to):
- 4.5.1 use, copy or reproduce the Platform, except as expressly authorised under these TOS;
  - 4.5.2 create a derivative of, or modify, the Platform;
  - 4.5.3 cause or permit reverse compilation or reverse assembly of the Platform, except as expressly provided by applicable law;
  - 4.5.4 integrate or link the Platform with other software, other than through the API functions provided by us for this purpose;
  - 4.5.5 disclose or publish the results of Platform performance benchmarks without our prior written consent;
  - 4.5.6 transfer or disclose the Platform to any third party;
  - 4.5.7 use the Platform documentation except solely in conjunction with the licensed use of the Platform;
  - 4.5.8 use the Platform to compete with us;

- 4.5.9 use your knowledge of, or access to, the Platform to assist any third party to develop any software, products or services that compete with any of our software, products or services;
- 4.5.10 obscure any information displayed on the Platform, re-brand the Platform, or do anything that creates, or may create, any impression that you have any ownership, control or distribution rights in relation to the Platform;
- 4.5.11 use the Platform for any illegal or offensive purpose, or to retrieve, store, manipulate, process, transmit, display or forward any Content that is illegal or offensive;
- 4.5.12 use the Platform to (or cause or allow the Platform to), disrupt or to harm (or to attempt to disrupt or to harm) any computer systems or networks of any person or entity; or
- 4.5.13 use the Platform in such a way that you cause disproportionate load on the Platform infrastructure, such as via:
  - a) the continual uploading of Content with extremely large file size (acceptable guideline is no larger than 2MB: per file);
  - b) abuse or excessively frequent requests to the Platform via the application programming interface (acceptable guideline is no more than 10 requests per second over an average 10 minute period); or
  - c) uploading disproportionately large numbers of data records that do not directly correlate to the number of authorised end users authorised to use the Platform (acceptable guide is no more than 1000 records per active authorised end user account).

4.6 You are responsible for (and must acquire all necessary licences for) all hardware and third-party software necessary for you to access and use the Platform.

4.7 By registering on or using the Platform, you consent to us using your information to send you notifications and other information related to the operation of the Platform.

## 5. Transactions

5.1 The Platform may offer features that allow you to participate or facilitate the sale of goods or services to other Users (“**Transactions**”), and that the contract for each Transaction will be formed directly between the parties that provide the goods or services (as seller) and the relevant User (as purchaser). You acknowledge that Urbanise has no responsibility or liability in respect of any Transaction, and that if you are a party to a transaction as a seller you will directly resolve, with the relevant purchaser, any dispute that may arise in relation to any Transaction.

5.2 You may not use the Platform to promote and/or sell goods and services that:

- 5.2.1 violate any applicable local, state, national, or international law;
- 5.2.2 relate to illegal or restricted goods and services;
- 5.2.3 that promote hate, violence, racial intolerance;
- 5.2.4 that are considered obscene;
- 5.2.5 that infringe or violate any third party intellectual property or other rights right under the laws of any jurisdiction;
- 5.2.6 are identified by government agencies to have a high likelihood of being fraudulent; and
- 5.2.7 involve gambling, gaming and/or any other activity with an entry fee and/or prize.

## 6. User postings on the Platform

6.1 The Platform may offer features that allow users to post Content and communicate with others (including other Users). By submitting any Content on, to, or through the Platform, you understand and agree that:

- 6.1.1 You are responsible for your Content. You must: (i) use your best efforts to ensure Content is accurate and up to date; and (ii) ensure your Content is not misleading, complies with all applicable laws, regulations and codes of conduct and does not infringe any third party intellectual property or other rights.
- 6.1.2 Your Content must not be defamatory, offensive, vulgar, racist, obscene, abusive, threatening, harassing, discriminatory, invasive of another’s privacy or similarly inappropriate.
- 6.1.3 Your Content must not violate any applicable local, state, national, or international law.
- 6.1.4 You must have (and will retain) all rights and permissions needed to enable us to use your Content as contemplated by the Platform and these TOS.
- 6.1.5 You must not use the Platform to send Content to Users that is unrelated to the functional usage of the Platform (i.e. marketing, promotions or advertising), except where such User(s) have consented (via the opt in functionality on the Platform) to receive such messages.
- 6.1.6 It is your responsibility to immediately remove any of your Content that does not comply with this section 6.1.

- 6.2 We may monitor or review any Content you enter into the Platform as we choose and we reserve the right without notice or refund to suspend, alter, remove or delete your Content or to disclose to the relevant authorities any of your Content, without any liability to you. If so, you must not attempt to re-publish or re-send the relevant Content.
- 6.3 You retain ownership of any Content you publish on the Platform. You grant us a non-exclusive, irrevocable, fee-free licence (including the right to sublicense) to use, modify, store, duplicate and reproduce such Content for the purpose of operating the Platform, providing support services for the Platform and for all other related purposes as reasonably determined by us. You also grant each User a licence to use your Content to the extent permitted by the functionality of the Platform and these TOS.
- 6.4 We may use and disclose to third parties data relating how you use the Platform provided that we have removed any personally identifying information about you from that data, or have combined it with other data of other Users in such a way that it no longer personally identifies you.
- 6.5 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Platform ("**Submissions**") which you provide us are non-confidential and shall become Urbanise's sole property. Urbanise shall own the intellectual property rights in, and shall be entitled to the unrestricted use and dissemination of, these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **7. Data Protection, Retention and Recovery**

- 7.1 Unless otherwise expressly provided in these TOS, we are not responsible to you for unauthorised access to any of your Content or the unauthorised use of the Platform. You are responsible for the use of the Platform by any person to whom you have given access to the Platform, and any person who gains access to your Content or the Platform as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.
- 7.2 Your Content will only be available to you during the period that you continue to be a registered user of the Platform using the functionality provided on the Platform for this purpose. Except to the extent otherwise required by law, you acknowledge we have no obligation to provide your Content to you after your right to use the Platform ceases. We will be entitled to retain one copy of your Content for our verification records to ensure compliance with these TOS, applicable laws, and for our own quality assurance, record keeping and audit purposes.

## **8. Our Content**

- 8.1 All trade marks, logos, content (including the Platform's structure and layout), graphics, images, photographs, animation, videos, text and software used on the Platform is Urbanise's intellectual property or that of our partners. You may only access and use such material in accordance with the terms of these TOS.

## **9. Suspension or Termination**

- 9.1 Should we suspect that (i) your usage of the Platform poses a reasonable threat to the Platform, to us or to other Users; or (ii) you are in breach of these TOS, then we may suspend your right to use the Platform without notice or liability until such time as the threat is determined to be removed or the breach is rectified.
- 9.2 We may at any time without cause immediately terminate these TOS including your right to use the Platform.
- 9.3 Following termination of these TOS, your registration for and right to use the Platform will immediately cease. Accrued rights and liabilities are unaffected. All clauses in these TOS which are stated or intended to continue after cancellation will continue to apply. You must not attempt to re-register for or continue to use the Platform if we have given you notice of termination.

## **10. Disclaimer**

- 10.1 You acknowledge that we are not required to provide you with any documentation or services of any kind with respect to the Platform (including for example software support services, training services and/or telephone assistance), except as expressly set out in these TOS.
- 10.2 We do not make any representations regarding, nor do we endorse the accuracy, completeness, timeliness, or reliability of any advice, service, opinion, statement, or other material or database displayed, uploaded, or distributed on or through the Platform or available through links on the Platform. We reserve the right to correct any errors or omissions on the Platform. Inclusion of any linked website on the Platform does not imply approval or endorsement of the linked website by us. When you access these third-party sites, you do so at your own risk.
- 10.3 Under no circumstances will we be responsible or liable for any loss or damage resulting from your use of the Platform (inclusive always of the services comprised in or provided through the Platform), the Transactions, the

Content made available through the Platform (including by Users), or from the conduct of any Users of the Platform, whether online or offline. The Platform is made available to you “as is” and “as available”, without warranty of any kind (except for any warranties implied by law that cannot be excluded). We do not warrant that the Platform, or Content made available through the Platform, will be uninterrupted, secure, error-free, correct or available in a timely manner. In particular, we expressly disclaim all warranties of fitness for a particular purpose, accuracy, completeness or non-infringement. We cannot guarantee and we do not promise any specific results from use of the Platform. Nothing in these TOS will be construed as excluding liability where precluded by law.

- 10.4 You acknowledge that our liability in relation to any warranty or condition implied into these TOS by law which cannot be excluded, is limited to one or more of the following at our option (a) in the case of goods, the replacement or repair of the goods or payment of the cost of having the goods replaced; or (b) in the case of services, the supply of the services again or payment of the cost of having the services supplied again.
- 10.5 Although we intend to take reasonable steps to prevent the introduction of viruses, worms, “Trojan horses,” or other destructive materials to the Platform, we do not guarantee or warrant that the Platform, the Content or materials that may be downloaded through the Platform do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on the Platform or any Content made available through the Platform, you do so solely at your own risk.
- 10.6 You will indemnify us against all loss, cost, damage or expense (including our legal costs and associated costs of investigations and enforcement) directly or indirectly related to your use of the Platform and/or breach of these TOS.
- 11. “Act of God”**
- 11.1 Neither you nor we are liable for failure to perform or delay in performing any obligation (excluding payment) under these TOS if the failure or delay is caused by any circumstances beyond your or our reasonable control including third party telecommunication failures.
- 12. Transfer**
- 12.1 We may transfer, assign or sub-contract all or part of our rights or duties under these TOS. As these TOS are personal to you, you may not transfer or assign any of your rights or duties under it without our prior written consent.
- 13. Changes to these TOS**
- 13.1 We reserve the right to change these TOS or to modify any features of the Platform at any time. The current version of the TOS will always be posted on this website. By registering on or continuing to use the Platform after the posting of such changes, you agree to be bound by the changes.
- 14. General**
- 14.1 The laws of Victoria, Australia will govern these TOS and your use of the Platform. Any dispute relating to the interpretation or enforcement of these TOS, or the Platform or the Transactions, will be resolved in the courts of Victoria and in any applicable courts of appeal. If any provision of these TOS is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these TOS will remain in full force and effect.
- 14.2 These TOS represent the entire agreement between you and us relating to the Platform and the Transactions. It supersedes and replaces any prior agreements, representations and understandings relating to the Platform and the Transactions. Any delay or failure by us, or our partners, to enforce any right or obligation under these TOS shall not constitute a waiver of any such right or obligation. Any liability of us under these TOS in each case is several and not joint and several.

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