

TERMS AND CONDITIONS

This Website and its contents are owned or licensed by UNIFI AUSTRALIA Pty Ltd (ACN 669 133 377) (UNIFI, we, us or our).

AGREEMENT TO TERMS AND CONDITIONS

To the maximum extent permitted by law, these terms and conditions govern the use of this Website, the placement of any Reservations and the purchase of any Services via this Website. We may amend these Terms and Conditions from time to time and if any part of them is illegal or unenforceable at law, it may be severed and the remaining Terms and Conditions will continue in full force and effect.

AMENDMENTS TO THESE TERMS AND CONDITIONS

For future orders of our Services and Reservations that You place with us, these Terms and Conditions may be different. We recommend that you read these Terms and Conditions carefully each time You visit our Website, order our Services or place a Reservation. We will not change any Terms and Conditions for an existing Services order or a Reservation that we have accepted; the Terms and Conditions that will apply to the Reservation or Service are the Terms and Conditions that applied at the time You placed the Reservation or ordered the Service.

DEFINITIONS

In these Terms and Conditions:

- **Available Properties** means residential or commercial properties offered for sale Prospective Property Purchasers by Selling Agents, as agents of the registered proprietors of those properties.
- **Claim** means any claim, action, proceeding, loss, damage, suit, cause of action, demand, cost, expense or liability, brought, made or recovered against a person, howsoever arising, whether:
 - a) in contract, tort or otherwise; or
 - b) presently ascertained, immediate, future or contingent.
- **Selling Agent** means a third party agent who has been appointed to sell or otherwise deal with an Available Property on behalf of the registered proprietor.
- **Commercialise in relation to Intellectual Property Rights**, means to:
 - a) manufacture, sell, hire or otherwise exploit a product or process, that incorporates any of the Intellectual Property Rights;
 - b) provide a service using any of those Intellectual Property Rights;
 - c) license any third party to do any of those things, regardless of whether any revenue is generated.
- **Concierge Service** means the services provided by the Company's licensed real estate agents under RLA 342995 who shall act as a conduit between the Selling Agent and the Channel Partner whereby it attends to all enquiries and reservations from a Member with respect to a listed property.
- **Confidential Information** means information concerning UNIFI or any of its Related Bodies Corporate, including details of:
 - a) any past, current or prospective purchasers of residential or commercial properties;
 - b) any suppliers, contractors or agents;
 - c) business dealings, methodologies, marketing techniques or market analysis;
 - d) financial arrangements with purchasers, suppliers, contractors or agents;
 - e) information disclosed on the Property Platform; and

- f) any other information that is by its nature confidential, is reasonably designated by UNIFI as confidential or which You know or ought to know is confidential, but does not include information:
- i. in the public domain, unless it came into the public domain due to a breach of these Terms and Conditions or some other obligation of confidentiality;
 - ii. that is already lawfully in Your possession without restriction, before it was disclosed by UNIFI; or
 - iii. that You obtained lawfully from a third party, without any breach of confidentiality.
- **GST** means the tax payable on taxable supplies under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), including any subordinate legislation.
 - **Intellectual Property Rights** means all industrial and intellectual property rights anywhere in the world, whether registered or unregistered, including patent rights, trade mark rights, copyright (but excluding Moral Rights), plant breeders' rights and rights in relation to inventions, trade names, business names, company names, indications of origin, designs, plant varieties, semiconductors, circuit layouts, confidential information or know-how, any right of registration, renewal and extension of such rights and all other intellectual property as defined in article 2 of the *Convention Establishing the World Intellectual Property Organisation 1967*.
 - **Moral Rights** means moral rights as described in Part IX of the *Copyright Act 1968* (Cth) and any analogous rights arising under statute that exist, or may come to exist, anywhere in the world.
 - **Personal Information** means information or an opinion about an identified individual, or information from which an individual could reasonably be identified. This is regardless of whether the information or opinion is true, and whether or not it is stored in a material or intangible form.
 - **Privacy Policy** means the privacy policy of UNIFI as displayed on this Website from time to time.
 - **Property Platform** means the electronic platform which allows the consumer and Channel Partners and Selling Agents access to information on Available Properties, including:
 - a) purchase prices;
 - b) dimensions, land size and floor plans; and
 - c) a description of the Available Property features.
 - **Prospective Property Purchaser** means an individual or entity interested in obtaining details of the Available Properties, with a view to a possible purchase of one or more of them.
 - **My Account** means an online record of information:
 - a) created by a Channel Partner or Selling Agent;
 - b) containing the company name, Australian Business Number, street or PO Box address, email address and telephone number of the Referral Partner; and
 - c) which permits the Channel Partner or Selling Agent to access details of Available Properties and to place orders for Services.
 - **Channel Partner** means a third party that may refer Prospective Property Purchasers to the Concierge Service and includes those described as Members under the Channel Partner Membership Agreement.
 - **Related Bodies Corporate** has the same meaning as set out in the *Corporations Act 2001* (Cth).
 - **Reservation** means an agreement formed upon processing of the Holding Fee, under which a Prospective Property Purchaser reserves an Available Property from Selling Agents on the Property Platform, for the Reservation Period.
 - **Holding Fee** means the fee paid by or on behalf of a Prospective Property Purchaser to secure a Reservation.

- **Reservation Period** means a period of seven (7) days from the payment of the Holding Fee, or such longer period as may be agreed between You and UNIFI. The Holding Fee is fully refunded to the consumer after a 7 day holding period. Please note that it may take 3-5 business days for the reimbursed funds to clear in your account. Any additional transactional fee for domestic and international cards is a non-refundable fee.
- **Services** means any of:
 - a) a Reservation;
 - b) training materials, modules or activities accessible from our Website from time to time; and
 - c) any other services which may be purchased or made available from this Website from time to time.
- **Terms and Conditions** means these terms and conditions as may be amended from time to time.
- **Third Party Fees** means the fees described in paragraph (f) of the placement of reservations and purchase of other services from our website section of these Terms and Conditions.
- **Website** means the website situated at unifiproperty.com and includes the Property Platform.
- **You** means any of a Consumer, Referral Partner or other third party that accesses our Website, as the context requires and Your or Yourself has a corresponding meaning.

USE OF THIS WEBSITE

You may only use this Website if You:

- a) Have a valid ABN; and;
- b) agree to be bound by, and accept, these Terms and Conditions.

Please immediately exit this Website if You do not satisfy these requirements.

PLACEMENT OF RESERVATIONS AND PURCHASE OF OTHER SERVICES FROM OUR WEBSITE

You agree that:

- a) both You and any Prospective Property Purchaser for whom you act are aged 18 years or over;
- b) if You place a Reservation or an order for Services on our Website, You enter into a contract with UNIFI for the supply of the Reservation or those Services. Each accepted order is a separate contract;
- c) we can accept or reject a Reservation or order for Services for reasons which include unavailability of the Available Properties or Services (as the case may be), an error in the pricing or description of the Available Properties or Services, or an error in Your Reservation or order for the Services;
- d) Creating an Account; placing a Reservation; or ordering any Services, must be accurate, complete and up to date, and You will promptly notify us of any changes to this information or data;
- e) all prices quoted for the Reservation Fee or Services are displayed in Australian Dollars (AUD) and are inclusive of GST (where applicable);
- f) once You have placed Your Reservation or order for Services, You may effect payment by either Mastercard or Visa. Please note that by using the payment facilities provided by third party e-commerce facilities or credit card merchants, You will be subject to additional terms, conditions, fees and charges imposed by those third parties;
- g) the payment system on this Website uses industry standard Secure Socket Layer (SSL) technology to encrypt and protect Your credit card details;
- h) we will provide Your Reservation or Services after Your payment has been processed. For the avoidance of doubt, we do not offer for sale, or sell Available Properties, but simply make them available for viewing on our Property Platform;

- i) Sellings Agents will use reasonable endeavours to ensure that Available Properties are available for purchase or Services are available for delivery, and in most cases the Selling Agent will notify UNIFI if Available Properties are no longer available before You place Your Reservation, or Services are unavailable before You order them. In some cases, this will not be possible and we will need to reject a Reservation for Available Properties or an order for Services after we have processed Your payment. In these cases, you will be refunded in full all amounts You have paid for the Reservation or unavailable Services, less the Third Party Fees;
- j) if you cancel Your Reservation before the Reservation Period expires, You will be refunded the Holding Fee, less the Third Party Fees on the 7th day from your initial payment;
- k) once the Services have been delivered, You assume all risk and title in the Services.

THIRD PARTY LINKS AND ADVERTISING

Our platform often includes advertisements, hyperlinks and pointers to websites operated by third parties. Links to third party websites include, without limitation, links to our platform or some of our real estate agency customers. Those third party websites do not form part of our platform and are not under the control of or the responsibility of UNIFI. When you link to those websites you leave our platform and do so entirely at your own risk. UNIFI and its related entities make no warranty as to the accuracy or reliability of the information contained on any third party websites, and UNIFI and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by you through relying on anything contained on or omitted from such third party websites. A display of advertising does not imply an endorsement or recommendation by UNIFI.

CONTRIBUTIONS

In this section 'Contributions,' means information including data, text, video, still images, audio or other material that UNIFI has permitted you to host, share, publish, post, store or upload on our platform as permitted under these terms. UNIFI may at any time, without liability to you, remove, alter or disable access to any or all of your Contributions in its sole discretion without prior notice to you.

Without limiting the previous sentence, UNIFI may remove or disable access to any or all your Contributions if it considers that:

- a) those Contributions are in breach of any law or regulation;
- b) those Contributions infringe the intellectual property rights of any third party;
- c) it is required to do so by a regulatory body or any relevant authority pursuant to an interim or final take-down notice;
- d) those Contributions are:
 - i. misleading or deceptive;
 - ii. inappropriate having regard to the purpose of our platform;
 - iii. likely to cause offence;
 - iv. materially incorrect;
 - v. obscene;
 - vi. defamatory;
 - vii. otherwise unlawful; or
 - viii. corrupted, due to the presence of a virus or other disabling code.

You retain all of your ownership rights in your Contributions. UNIFI is under no obligation to treat your Contributions as proprietary information.

To the extent that any Contributions are proprietary in nature, you grant UNIFI a worldwide, nonexclusive, royalty-free, perpetual, transferable and irrevocable licence to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display and publicly perform your Contributions throughout the world in any medium, whether currently in existence or not. You also grant each user of our platform a nonexclusive licence to use, reproduce, adapt, translate, distribute, prepare derivative works of, display and perform your Contributions as permitted by UNIFI and these terms.

You grant UNIFI, in respect of Contributions to its website the right to use your name or the name you submit with the Contribution, and the right to represent and warrant that:

- a) you own and control all of the rights to the Contributions; or
- b) you have the lawful right including all necessary licences, rights, consents, and permissions to use and authorise UNIFI to display the Contributions.

For any Contributions that you may retain moral rights in, you declare that:

- a) you do not require that any personally identifying information be used in connection with the Contribution, or any derivative work, upgrade or update of the Contribution; and
- b) You understand that when accessing our platform, you may be exposed to the Contributions of other users of our platform. You acknowledge and agree that UNIFI does not have control of and is not responsible for these other Contributions. You release UNIFI from any claims that you could assert against UNIFI relating to or in connection with these other Contributions.

You represent and warrant that:

- a) you have the lawful right including all necessary licences, rights, consents, and permissions to use and authorise UNIFI to display your Contributions; and
- b) you will not make any Contributions that:
 - i. infringe the intellectual property rights of any third party, and you agree to pay all royalties, fees or other monies payable by reason of any Contributions made by you;
 - ii. are misleading or deceptive;
 - iii. are materially incorrect;
 - iv. are likely to cause offence;
 - v. directly or indirectly involve the advertising or marketing of any products or services;
 - vi. are obscene, including pornographic, hateful, racially or ethnically offensive material;
 - vii. are defamatory;
 - viii. are otherwise unlawful or encourage unlawful conduct; or
 - ix. are otherwise inappropriate having regard to the purpose of our platform.

YOUR ACCOUNT

Prior to placing Reservations or purchasing Services via this Website, You will need to enter into a Channel Partner Membership Agreement or Platform Agreement with UNIFI.

To enter into a Channel Partner Membership Agreement or Platform Agreement, You must:

- a) have the capacity to enter into a binding legal agreement with us;
- b) provide us with, amongst other matters, Your company name, Australian Business Number, street or PO Box address, email address and telephone number. All Personal Information that we

receive from You is handled in accordance with the practices set out in our Privacy Policy which is accessible from this Website; and

- c) create a password and username at the time that You register to be a party to the Channel Partner Membership Agreement or Platform Agreement with us. You are responsible for maintaining the security of Your username and password. If You suspect that Your account has been subject to unauthorised access, You must contact us immediately and take reasonable steps to secure Your account, such as changing Your password. We are not liable for any Claims howsoever arising from the unauthorised use of Your password or username.

We reserve the right to terminate or suspend Your account in the event that you breach these Terms and Conditions.

YOUR PERSONAL INFORMATION AND PRIVACY

Our Privacy Policy sets out the ways in which we may collect, store, use and manage Your Personal Information, and the physical and electronic measures we will take to protect Your Personal Information. By supplying us with Personal Information through this Website, You accept the inherent security risk of dealings online over the internet and agree not to hold us responsible for any breach of security, unless we have breached a law or been in wilful default of our duties to You.

OUR INTELLECTUAL PROPERTY RIGHTS

Unless expressly stated otherwise, we own or are licensed to use all Intellectual Property Rights in this Website and its content. You may only use that content with our express written consent or as permitted under applicable Australian and international laws. If we allow You to use any of the content appearing on this Website, our status as the owner or licensee of the Intellectual Property Rights in that content must be publicly acknowledged in writing, as we may direct. In that respect, You must not:

- a) adapt, modify, reproduce or transmit any of the Website content (including its graphics, layouts and format) without our prior written consent;
- b) frame our Website content within Your own website, without our prior written consent;
- c) download our Website content for any purpose other than referring a Prospective Property Purchaser.

We do not own or license, and we take no responsibility for trade marks, logos, design and copyright material appearing in:

- a) any third party websites which may be accessible from links displayed on our Website; or
- b) content that You provide to us.

COPYRIGHT

The subject matter on and accessible from our platform and publications is protected by copyright. Apart from fair dealing permitted by the *Copyright Act 1968*, UNIFI grants visitors to the site permission to download copyright material only for private and non-commercial purposes. For reproduction or use of unifiproperty.com copyright material beyond such use, written permission must be obtained directly from UNIFI or the relevant copyright owner. If given, permission will be subject to the requirement that the copyright owner's name and interest in the material be acknowledged when the material is reproduced or quoted, in whole or in part.

CONFIDENTIAL INFORMATION

Some sections of this Website, including the Property Platform, contain Confidential Information. By accessing this Website, You acknowledge and agree that:

- a) we are providing You with access to the Confidential Information to facilitate Your referral of Prospective Property Purchasers, Channel Partners or Selling Agents;
- b) You will not use or disclose the Confidential Information for any other purpose, including to:
 - i. improperly gain an advantage for Yourself or someone else;
 - ii. cause detriment to UNIFI, its Channel Partners or Selling Agents;
 - iii. solicit, canvass or approach any of the registered proprietors of the Available Properties, so as to induce them to cease the appointment of UNIFI or its Channel Partners and Selling Agents;
 - iv. interfere with the relationship between registered proprietors of the Available Properties and UNIFI or its Channel Partners and Selling Agents; and
- c) the restrictions and prohibitions outlined in this section are reasonable in the circumstances and necessary to protect the goodwill in UNIFI's, Channel Partners and Selling Agent's business; and
- d) monetary damages alone are not an adequate remedy for breach of this section and UNIFI may apply for injunctive relief if You breach or threaten to breach this section.

CONTENT WE PROVIDE

Unless stated otherwise, we grant to You a personal, nontransferable, revocable and non-exclusive licence to use any files that we expressly state is available for download on this Website, for Your own personal use. Unless permitted by a written agreement between You and us, You must not copy, communicate to the public, modify, reverse engineer, or otherwise transfer any right in those files. We cannot guarantee that information (including any file) obtained from this Website is free from computer viruses, other faults or defects. It is Your responsibility to scan the information for computer viruses and You assume the risk of any damage to Your computer and associated equipment arising from the use of this Website or the downloading of any files from it.

CONTENT YOU PROVIDE

You are fully responsible for any content (including any testimonials, comments, suggestions, graphics or other material) that You provide to us for display on the Website. By providing content to us, You grant us a licence to use that content without payment or reference to You, for purposes which include advertising or marketing our own business and services.

You agree that You will not use this Website to post or display content that:

- a) You do not have the right to post or display;
- b) violates the Intellectual Property Rights, confidentiality, privacy or other rights of any person or entity;
- c) violates consumer protection or fair trading laws;
- d) is offensive, abusive, defamatory, discriminatory, false or misleading;
- e) comprises advertising or promotional materials of any kind; or
- f) contains software viruses or anything harmful to this Website or to the computers, mobile devices or associated equipment of other users of this Website.

We reserve the right to edit or remove any of Your content at any time, without providing any reasons.

LINKS TO EXTERNAL WEBSITES

Our Website may contain links to Websites or advertisements of goods and services available from third parties. We are not responsible for the content of those Websites or advertisements, or any goods or services made available on them.

SOCIAL MEDIA

We maintain a presence on Facebook, Instagram, LinkedIn and X, but are not endorsed by, or affiliated with, those organisations (Social Media Accounts).

We reserve the right to remove any material that is posted on the pages of our Social Media Accounts that:

- a) is abusive, defamatory, offensive or threatening towards us, our employees or any other person or organisation;
- b) breaches the terms and conditions of any of the providers of the Social Media Accounts;
- c) constitutes spruiking or other advertising, unless written consent has been obtained from us to post such material; or
- d) relates to any illegal activity.

Please note that You will be subject to, and agree to comply with, the respective terms and conditions imposed by Facebook, Instagram, LinkedIn, X and Twitter whilst You are visiting any of our Social Media Accounts and it remains Your responsibility to familiarise Yourself with those terms and conditions.

By embedding an X timeline on our Website, X is granted a non-exclusive, royalty free licence to access, index and cache this Website by any means, including web spiders and/or crawlers. X use of cookies may involve the storing and accessing of cookies or other information on Your devices, as described in Xs Cookie Use Policy. You should consider X's Cookies Use Policy before using our Website, which can be viewed via: <https://help.x.com/en/rules-and-policies/x-cookies>

X's use of cookies may result in X collecting and storing data about Your browsing activities, including for interest based advertising. By proceeding to use our Website, You consent to X's use of cookies. You may opt out of X's interest-based advertising and personalisation in accordance with the instructions contained in its X for Websites — ads info and privacy document, accessible via: <https://help.x.com/en/x-for-websites-ads-info-and-privacy>

LIMITATION OF LIABILITY

To the maximum extent permitted by law, including the Australian Consumer Law:

- a) we provide this Website on an "as is" basis. We may suspend access to our Website or close it indefinitely without notice and You accept the inherent security and reliability risks of dealings on the internet;
- b) we are not liable for loss of revenue, loss of actual or anticipated profits, loss of business or indirect and consequential losses;
- c) we are not liable for a breach of our obligations under these Terms and Conditions which has resulted from causes beyond our reasonable control. Those causes include extreme weather conditions, government restrictions, declared epidemics or pandemics, industrial strikes and failure of equipment or machinery, including failure of the internet; and
- d) subject to the Australian Consumer Law (and without excluding any mandatory statutory guarantees contained within the Australian Consumer Law or other statutory rights which cannot be excluded by contract) all conditions, warranties and implied terms are excluded from these Terms and Conditions. To the extent that we breach these Terms and Conditions and it is legally permissible to do so, our liability is limited to:
 - i. replacement of the Services supplied or supply of equivalent Services;
 - ii. payment of the cost of replacing the Services or acquiring equivalent Services;

- iii. supply of the Services again; or
- iv. in the case of Reservations, a refund of the Reservation Fee, less the Third Party Fees.

We will take all reasonable steps to ensure that this Website is accurate, but make no representation as to the appropriateness of it for Your personal circumstances.

NOTICES

We may give notice to You by electronic mail or by regular mail to the address contained in Your Account or other information You have provided. Our Privacy Policy explains how You can opt-out of receiving such notices.

GOVERNING LAW

The laws of South Australia, Australia, govern these Terms and Conditions and the courts of South Australia have non-exclusive jurisdiction to hear any matters arising from or in connection with these Terms and Conditions.