

## AGENT TERMS & CONDITIONS

Welcome to Home Live!

These terms of use (**Terms**) govern your use of the platform and mobile application named 'Home Live' (**Platform**) and our supply of services through the Platform. By using the Platform, you agree to be bound by these Terms which form a binding contractual agreement between you, being the user of the Platform (or the agency or other organisation which you represent) and us, Honed Real Estate Pty Ltd ACN 614 293 757 (**Home Live, our, we or us**).

When we talk about the "**Services**" in these Terms, we are referring to the Platform, our website and any additional services we may offer in connection with your use of the Platform.

### 1. INTRODUCTION

- (a) These Terms set out the terms and conditions that apply to the Services, including being incorporated into all agreements, quotations or orders under which Home Live is to provide additional services to you (each an **Order Form**) together with any additional terms included in such Order Form.
- (b) By signing an Order Form or by using the Services after being made aware of these Terms, you agree to be bound by these Terms which form a binding contractual agreement between you and us.
- (c) We may modify our Terms from time to time. If we do, we will notify you of the modifications. If you do not wish to accept a modification, you may terminate this agreement without penalty and cease using the Services. If you continue to use the Services after we modify our Terms, you'll be taken to have accepted the Terms as modified.

### 2. GRANT OF LICENCE

In consideration for the payment of Fees, Home Live grants to you a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Platform in accordance with these Terms and Conditions. Home Live reserves for itself all other rights and interest not explicitly granted under this agreement.

### 3. ACCOUNT REGISTRATION

In order to use the Services, you will be required to sign up for an account (**Home Live Account**).

When you register for a Home Live Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration.

You agree that you are solely responsible for:

- (a) maintaining the confidentiality and security of your Home Live account information and your password; and
- (b) any activities and those of any third party that occur through your Home Live Account, whether those activities have been authorised by you or not.

You also agree to let us know if you detect any unusual activity on your account as soon as you become aware of it.

We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out of a failure by you to maintain the security of your Home Live Account information or your password.

### 4. AGENCY ACCOUNTS

If you sign up to a Home Live Account as an agency or other organisation (**Agency**), you must ensure that all users in the Agency who you provide with access to the Services (**Authorised Users**) comply with these Terms & Conditions and you will be responsible for the acts and omissions of all Authorised Users as if they were your acts or omissions.

## 5. FEES

### 5.1 FEES

5.2 We may choose to offer a no cost trial which will allow you to access some features of our Services (**Free Version**). In order for you to access additional features (**Paid Version**), we require the payment of fees (**Fees**). These Fees are to be paid in accordance with our current prices, billing process and payment terms set out on our website or otherwise in an Order Form.

### 5.3 FAILURE TO PAY

If Fees for a Home Live Account are not paid when they are due, we may revoke your Home Live Account and require payment for you to continue accessing those Services.

### 5.4 PAYMENT METHODS

We may use third-party payment providers (**Payment Providers**) to collect Fees. The processing of payments by the Payment Provider will be, in addition to these Terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment.

### 5.5 GST

Unless otherwise indicated, amounts stated on the website, Order Forms or other do not include GST. In relation to any GST payable for a taxable supply, you must pay the GST provided that Home Live provides you with a valid tax invoice.

## 6. REFUNDS

Except as otherwise set out on our website and subject to clause 11.3 we do not offer refunds for any of our Services and any refunds we issue will be solely at our discretion.

Non-use of the Home Live Account does not entitle you to a refund, including where you are unable to use Home Live because you have lost or forgotten a password, delays incurred while integrating other systems into Home Live (eg: your CRM) or where a team member in your agency or organisation leaves and does not cancel their Home Live Account.

## 7. ACCEPTABLE USE

You agree:

- (a) to use the Platform solely for the purpose of broadcasting the inspection of a property;
- (b) not to copy, reproduce, translate, adapt, vary or modify the Services without our express consent;
- (c) not to use the Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) not to use the Services for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (e) not to attempt to breach the security of the Services or Home Live's system security, or otherwise interfere with the normal function of the Services, including by:
  - (i) gaining unauthorised access to Home Live Accounts or data about other users of the Services;
  - (ii) scanning, probing or testing the Services for security vulnerabilities;
  - (iii) overload, flood, mailbomb, crash or submit a virus to the Services or Home Live's system; or
  - (iv) instigate or participate in a denial-of-service attack against the Services or Home Live's system; and

- (f) to ensure that your employees, sub-contractors and other agents who you have authorised to use or access the Services comply with the Terms any applicable laws.

## 8. **LIVE STREAM AND MESSAGES**

The Platform includes a functionality that allows users to contact you through live messages on the Platform (**Live Messages**). We do not endorse or guarantee the completeness, accuracy, or reliability of any content or communications posted via the Services or endorse any opinions expressed via the Services.

You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate, deceptive or otherwise inappropriate. We won't be liable in any way for any such content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content generated or made available via the Services.

## 9. **XML FEED & THIRD-PARTY PLATFORM ACCESS**

As part of the Services, we may offer to provide a functionality that allows you to integrate property information from your accounts with third party systems (such as CRM systems or real estate portals) (**Third Party System**) with the Platform. In order to enable this functionality, we may require access to your account with the Third Party System to activate an XML Feed and obtain certain other information or data. If you elect to use this functionality, you grant us permission to contact third parties on your behalf as required, and you agree to complete any documentation we reasonably require, in order to enable us to provide this functionality. The data we publish via the integration will be the data as received by the XML Feed and we will not be liable for any loss, damages or costs caused by incorrect data or information provided by the feed.

## 10. **3D MODELLING**

We may offer to provide a Service that involves translating images of properties into 3D graphical representations (**3D Modelling Service**). The 3D Modelling Service will be provided by a third party service provider (**3D Modelling Provider**) and we act as an intermediary in acquiring the 3D Modelling Service on your behalf. You acknowledge that:

- (a) The purpose of the 3D Modelling Service is to give users a general idea of the layout of the property and should not be treated or relied on as an accurate indication of the dimensions or other features of the property; and
- (b) The output of the 3D Modelling Service will be dependent on the image you provide.

In addition to the above, you acknowledge that the 3D Modelling Provider may have their own terms and conditions that apply to their service and you agree that the provision of the 3D Modelling Service may be conditional on your acceptance of those terms. The 3D Modelling Service will only have the benefit of any warranty given by the 3D Modelling Provider and any express or implied representations and warranties given by us in relation to the 3D Modelling Service are, to the maximum extent permitted by applicable law, excluded.

## 11. **SERVICE LIMITATIONS**

### 11.1 GENERAL

The Services are made available to you strictly on an 'as is' basis. We cannot guarantee, and make no warranties, to the extent permitted by law, that:

- (a) the Services will be free from errors or defects;
- (b) the Services will be accessible or available at all times;
- (c) messages sent through the Services will be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Services will be secure or confidential; or
- (e) any information provided through the Services is accurate or true.

## 11.2 PERFORMANCE REQUIREMENTS

The proper operation of the Platform is dependent on you using a compatible device with the latest version of the operating system. It also requires a stable internet connection with adequate bandwidth and may require a significant amount of phone battery power.

These dependencies are your responsibility and Home Live's only obligation in relation to the Platform is to provide access to the application and ensure that a live stream of the property viewing is available and functional (**Live Stream**).

## 11.3 LIVE STREAM FAILURE

In the event that the Live Stream is not available, please contact us through the contact details in the Platform. As soon as we receive notice from you that the Live Stream is not available, we will use our best endeavours to rectify the issue. If we are unable to make the Live Stream available within 24 hours of receiving notice from you of the issue, we will provide you with a refund for the period of time that the Live Stream is not available.

## 12. SECURITY

### 12.1 GENERAL

We do not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your data or information (including Posted Materials), your computer systems, mobile phones, websites or other electronic devices arising in connection with use of the Services. You should take your own precautions to ensure that the process which you employ for accessing the Services does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

### 12.2 EMBED FUNCTIONS

We may provide functionality as part of the Services that allows you to embed the Live Stream on your website. We do not accept responsible for the interoperability of our code with your website and any related impact on the security of your website.

### 12.3 SYNDICATION

We may provide functionality as part of the Services for syndication of the Live Stream on certain social media and third party platforms. We do not accept responsible for the interoperability of our code with any third party platform and any related impact on the security of your third party accounts.

### 12.4 LOCAL DATA STORAGE

The Services may include a functionality to store customer details and other information or data on your own mobile phones, computer systems or other electronic devices. You accept full responsibility for the security of the data and information that your store through this functionality.

## 13. YOUR CONTENT

### 13.1 TYPES OF CONTENT

As part of using the Services, you'll be uploading images, content, information and materials you share with us or the public (including feedback, suggestions and enhancement requests), including by using the features of the app, sharing content via the app on social media or by contacting us, or when you register a Home Live Account (**Posted Materials**).

### 13.2 POSTED MATERIALS

By providing or posting any Posted Materials, you represent and warrant that:

- (a) you are authorised to provide the Posted Materials;
- (b) the Posted Materials are free from any harmful, discriminatory, defamatory or maliciously false implications and do not contain any offensive or explicit material;
- (c) the Posted Materials are not "passing off" of any product or service and does not constitute unfair competition;

- (d) the Posted Materials do not infringe any intellectual property rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world (**Intellectual Property Rights**);
- (e) the Posted Materials are accurate and true at the time they are provided;
- (f) any Posted Materials which are in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (g) the Posted Materials do not contain any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and
- (h) the Posted Materials do not breach or infringe any applicable laws, regulations or orders.

### 13.3 POSTED MATERIALS – IP LICENCE

By uploading any Posted Materials, you grant to Home Live (and its agents or service providers) a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in that Posted Material in order for Home Live to use, exploit or otherwise enjoy the benefit of such Posted Material.

### 13.4 REMOVAL OF POSTED MATERIALS

We don't have any obligations to screen Posted Materials in advance of them being posted and your compliance with these Terms is your responsibility. However, we may, if we choose, review and remove any Posted Materials at any time without giving any explanation or justification for removing the material and/or information.

## 14. OUR CONTENT

Unless we indicate otherwise, all materials used in the Services (including text, graphics, logos, icons, sound recordings and software) are subject to Intellectual Property Rights that are owned or licensed by us.

You can only access and use these materials for the sole purpose of enabling you to use the Services in accordance with the plan you are on, except to the extent permitted by law or where you have received prior written approval from us.

## 15. THIRD PARTY CONTENT & LINKS

The Services may contain text, images, data and other content provided by a third party (**Third Party Content**). We're not responsible for any of this Third Party Content and we make no representation or warranty about the quality, suitability, accuracy, reliability, currency or completeness of any Third Party Content.

The Services may also contain links to websites operated by third parties (**Third Party Links**). Third Party Links are provided for convenience and may not remain current or be maintained. We do not endorse and are not responsible for Third Party Links and have no control over or rights in linked websites.

## 16. DISCLAIMER

To the maximum extent permitted by applicable law, Home Live limits all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Services to \$100 (AUD) in aggregate. This includes the transmission of any computer virus.

You agree to indemnify Home Live and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from, or in connection with, you or your representatives use of the Services and/or breach of these Terms.

All express or implied representations and warranties given by us are, to the maximum extent permitted by applicable law, excluded. Where any law (including the *Competition and Consumer Act 2010* (Cth)) implies a condition, warranty or guarantee into these Terms which may not lawfully be excluded, then to the maximum extent permitted by applicable

law, Home Live's liability for breach of that non-excludable condition, warranty or guarantee will, at our option, be limited to:

- (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

Under no circumstances will we be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Services, these Terms or their subject matter.

## **17. CONNECTION SERVICE**

The Platform is a medium that facilitates the introduction of real estate agents and agencies with potential customers for the purposes of enabling those customers to remotely attend property inspections. Our fees are charged in consideration for providing this connection service and other discreet related services, and we do not have any obligations or liabilities to, and are not a party to any contract between, you and any customers you connect with on the Platform.

## **18. CANCELLATION**

### **18.1 CANCELLATION BY YOU**

You can cancel your Home Live Account at any time by using the functionality provided in the app.

If you cancel your Home Live Account prior to the end of any current billing cycle, your cancellation will be effective on the last day of that billing cycle (unless otherwise stated in an Order Form).

Please note that you are ultimately responsible for the proper cancellation of your Home Account. Requesting cancellation by telephone, email or by otherwise contacting us is not considered cancellation unless an authorised representative of Home Live provides confirmation that the account has been cancelled.

### **18.2 CANCELLATION BY US**

To the extent permitted by law, we reserve the right to terminate your access to any or all of the Services or any part of the Services at any time without notice, for any reason, provided that we refund to you any Fees for Services which you have paid for and not received.

We may also terminate your access to any or all of the Services at any time without notice without issuing a refund if you breach any provision of these Terms.

### **18.3 EFFECT OF CANCELLATION**

Upon cancellation, termination or expiry of your Home Live Account, the licence granted to you under clause 2 will be terminated and we will delete any Posted Materials associated with your Home Live Account. You won't be able to recover any of this after cancellation, termination or expiry of your Home Live Account so we recommend you back up anything important to you. We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of your Home Live Account.

### **18.4 SURVIVAL**

The sections titled "Your Content", "Disclaimer", "Survival" and "General" will survive any termination or expiration of these Terms, as well as any other provision which by its nature would reasonably be expected to be complied with after termination.

## **19. GENERAL**

### **19.1 PRIVACY**

You agree to be bound by the clauses outlined in Home Live's Privacy Policy, which can be found at <https://www.home.com.au/en/privacy>

19.2 WAIVER

19.3 No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.4 ASSIGNMENT

You can't assign, novate or otherwise transfer your rights or obligations under this agreement without the prior consent of Home Live.

19.5 GOVERNING LAW

This agreement is governed by the law applying in New South Wales, Australia.

19.6 JURISDICTION

The courts located in New South Wales, Australia will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents and submits to the exclusive jurisdiction of those courts.

19.7 LOCATION OF SERVICES

Home Live controls the operation of the Services from headquarters located in Australia. Some Services or parts thereof may be operated from, or hosted on mirrors or servers, at various locations outside of Australia.

We make no representation or warranty that all of the features of the Services will be available to you outside of Australia or that they are permitted to be accessed outside Australia.

You're solely responsible for your decision to use the Services from other locations and you acknowledge that such use may be subject to, and you are responsible for, compliance with applicable local laws in relation to your use of the Services.